IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT

DIVISION FOUR

CHURCH OF SCIENTOLOGY, INTERNATIONAL,
Plaintiff/Respondent,

vs.

GERALD ARMSTRONG,
Defendant/Appellant.

NO. A075027

CLERK'S TRANSCRIPT ON APPEAL

FROM A JUDGMENT MADE AND ENTERED

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

MARIN COUNTY COURTS

VOLUME 16

For the Plaintiff/Respondent:

Andrew Wilson, Esq.
WILSON, RYAN & CAMPILONGO
115 Sansome Street, 4th Floor
San Francisco, CA 94104

For the Defendant/Appellant (In Pro Per):

Gerald Armstrong
715 Sir Francis Drake Blvd.
San Anselmo, CA 94960

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

MARIN COUNTY COURTS

DEPARTMENT 1

CHURCH OF SCIENTOLOGY, INTERNATIONAL, **Plaintiff,** **vs.** **GERALD ARMSTRONG,** **Defendant.**	)	**No. 157680**

GARY W. THOMAS	**JUDGE**
JOHN P. MONTGOMERY	**COURT EXECUTIVE OFFICER**
ELAINE PASSARIS	**REPORTER**

For the Plaintiff:

Andrew Wilson, Esq.
WILSON, RYAN & CAMPILONGO
115 Sansome Street, 4th Floor
San Francisco, CA 94104

For the Defendant (In Pro Per):

Gerald Armstrong
715 Sir Francis Drake Blvd.
San Anselmo, CA 94960

CHRONOLOGICAL INDEX NO. 157680 VOL. 16 MARIN NO. 157680	PAGE NO.
SUPERIOR COURT MINUTES OF 1/27/95: MOTION FOR SUMMARY JUDGMENT	4235
SUBSTITUTION OF COUNSEL 2/23/95	4240
EVIDENCE IN SUPPORT OF PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR SUMMARY ADJUDICATION OF THE TWENTIETH CAUSE OF ACTION OF PLAINTIFF'S COMPLAINT (INCLUDING EXHIBIT Y) VOLUME 1 2/27/95	4244

9:00 am DEPARTMENT: 01 Honorable Gary W. Thomas

Reporter: J. Kreitzger
Clerk: J. Benassini

	CASE # INV. PERSON/PARTY NAME		ATTORNEY FIRM	HEARING TYPE
3	CIV 156278	**HEIDI STEARN VS ERNEST KUN**		
	PLTF:	STEARN, HEIDI	Barrett, James Marley	MOTION TO COMPEL PLFT'S ATTENDANCE AT MENTAL EXAMINATION (DEFT) ERNEST KUN (DEFT) OCTAMER, INC.-O/C BY DEFTS' ATTY. ON 1-25-95
	DEFT:	KUN, ERNEST	EISEN, REBECCA D. SCALIA, JOHN F.	
	DEFT:	OCTAMER, INC.	EISEN, REBECCA D. SCALIA, JOHN F.	

OFF CALENDAR BY DEFENDANT (1-25-95).

	CASE # INV. PERSON/PARTY NAME		ATTORNEY FIRM	HEARING TYPE
4	CIV 157680	**CHURCH OF SCIENTOLOGY INTERNATIONAL VS. GERALD ARMSTRONG ET AL**		
	PLTF:	CHURCH OF SCIENTOLOGY INTERNA	BARTILSON, LAURIE J. - present Wilson, Ryan Et Al Wilson, Andrew Harris - present	MOTION FOR SUMMARY JUDGMENT (PLTF) CHURCH OF SCIENTOLOGY INTERNATIONAL * BY COURT
	DEFT:	ARMSTRONG, GERALD	GREENE, FORD - present	
	DEFT:	THE GERALD ARMSTRONG CORPORAT	GREENE, FORD	
	DEFT:	WALTON, MICHAEL	PRO PER	
	CRCO:	ARMSTRONG, GERALD	GREENE, FORD	
	CRDF:	CHURCH OF SCIENTOLOGY INTERNA	BARTILSON, LAURIE J. Wilson, Ryan Et Al Wilson, Andrew Harris	

SEE ATTACHED 4-A.

SUPERIOR COURT, MAR COUNTY, CALIFORNIA
LAW & MOTION, CIVIL CALENDAR
RULINGS

PAGE: 4-A

TIME: 9:00
JUDGE: GARY W. THOMAS
CASE NO: 157680

DATE: 1/27/95
REPORTER: JANICE KNETZGER
TITLE OF ACTION: CHURCH OF SCIENTOLOGY V. GERALD ARMSTRONG

DEPT: 1
CLERK: J. BENASSINI

THE MOTION OF PLAINTIFF FOR SUMMARY ADJUDICATION OF ISSUES IS GRANTED AS TO THE FOURTH AND SIXTH CAUSES OF ACTION AND DENIED AS TO THE ELEVENTH CAUSE OF ACTION.

AS TO ALL CAUSES OF ACTION, DEFENDANT FAILS TO RAISE A TRIABLE ISSUE AS TO WHETHER THE LIQUIDATED DAMAGES PROVISION IS INVALID. DEFENDANT RELIES ON THE LAW AS IT EXISTED PRIOR TO JULY 1, 1978. (SEE *UNITED SAV. & LOAN ASSN. V. REEDER DEV. CORP.* (1976) 57 CAL.APP.3D 282 AND EARLIER VERSIONS OF CIV. CODE, §§ 1670 AND 1671.) THE LAW NOW PRESUMES THAT LIQUIDATED DAMAGES PROVISIONS ARE "VALID UNLESS THE PARTY SEEKING TO INVALIDATE THE PROVISION ESTABLISHES THAT THE PROVISION WAS UNREASONABLE UNDER THE CIRCUMSTANCES EXISTING AT THE TIME THE CONTRACT WAS MADE." (CIV. CODE, § 1671, SUBD. (b).) DEFENDANT'S EVIDENCE IS NOT SUFFICIENT TO RAISE A TRIABLE ISSUE IN THAT REGARD. ALTHOUGH DEFENDANT STATES IN HIS DECLARATION THAT HE WAS NOT INVOLVED IN NEGOTIATING THE PROVISION (SEE D'S EX. 1, ¶12), HE GOES ON TO STATE THAT HE DISCUSSED THE PROVISION WITH TWO ATTORNEYS BEFORE SIGNING THE AGREEMENT. (*ID.*, ¶¶12-13.) THUS, HE CLEARLY KNEW OF THE PROVISION YET CHOSE TO SIGN IT. HE HAS NOT SHOWN THAT HE HAD UNEQUAL BARGAINING POWER OR THAT HE MADE ANY EFFORTS TO BARGAIN OR NEGOTIATE WITH RESPECT TO THE PROVISION. (SEE *H. S. PERLIN CO.* V. *MORSE SIGNAL DEVICES* (1989) 209 CAL.APP.3D 1289.) DEFENDANT NEXT STATES THAT PLAINTIFF'S ACTUAL DAMAGES ARE ZERO. (D'S EX. 1, ¶12.) HOWEVER, "THE AMOUNT OF DAMAGES ACTUALLY SUFFERED HAS NO BEARING ON THE VALIDITY OF THE LIQUIDATED DAMAGES PROVISION..." (SEE LAW REVISION COMMISSION COMMENT TO § 1671.) FINALLY, DEFENDANT POINTS TO THE FACT THAT OTHER SETTLEMENT AGREEMENTS CONTAIN A $10,000 LIQUIDATED DAMAGES PROVISION. (SEE D'S EXS. 2C AND 2D.) THIS ALONE IS NOT SUFFICIENT TO RAISE A TRIABLE ISSUE IN THAT DEFENDANT HAS NOT SHOWN THAT CIRCUMSTANCES DID NOT CHANGE BETWEEN 12/86 AND 4/87 AND THAT THOSE SETTLING PARTIES STAND IN THE SAME OR SIMILAR POSITION TO DEFENDANT (I.E., THAT THEY WERE AS HIGH UP IN THE ORGANIZATION AND COULD CAUSE AS MUCH DAMAGE BY SPEAKING OUT AGAINST PLAINTIFF OR THAT THEY HAVE/HAD ACCESS TO AS MUCH INFORMATION AS DEFENDANT).

TIME: 9:00
JUDGE: GARY W. THOMAS
CASE NO: 157680

DATE: 1/27/95
REPORTER: JANICE KNETZGER
TITLE OF ACTION: CHURCH OF SCIENTOLOGY V. GERALD ARMSTRONG

DEPT: 1
CLERK: J. BENASSINI

DEFENDANT ALSO HAS NOT RAISED A TRIABLE ISSUE REGARDING DURESS. DEFENDANT'S OWN DECLARATION SHOWS HE DID NOT EXECUTE THE AGREEMENT UNDER DURESS IN THAT IT SHOWS THAT HE CAREFULLY WEIGHED HIS OPTIONS. (SEE D'S EX. 1, ¶10.) IT CERTAINLY DOES NOT SHOW THAT HE DID SOMETHING AGAINST HIS WILL OR HAD "NO REASONABLE ALTERNATIVE TO SUCCUMBING." (SEE *IN RE MARRIAGE OF BALTINS* (1989) 212 CAL.APP.3D 66, 84.) IN ADDITION, DEFENDANT IS RELYING ON THE CONDUCT OF A THIRD PARTY (FLYNN) TO ESTABLISH DURESS, YET HE SETS FORTH NO FACT OR EVIDENCE IN HIS SEPARATE STATEMENT SHOWING THAT PLAINTIFF HAD REASON TO KNOW OF THE DURESS. (SEE *LEEPER* V. *BELTRAMI* (1959) 53 CAL.2D 195, 206.)

AS TO THE FOURTH CAUSE OF ACTION, CONTRARY TO DEFENDANT'S ARGUMENT, THE SUBJECT DECLARATION DOES MORE THAN MERELY AUTHENTICATE DOCUMENTS. (SEE P'S EX. 1(A)(11), ¶¶1-3.) THE COURT FINDS THAT THE DECLARATION CONSTITUTES A DISCLOSURE OF DEFENDANT'S "EXPERIENCES WITH" PLAINTIFF OR "KNOWLEDGE OR INFORMATION" CONCERNING PLAINTIFF AND HUBBARD. (SEE P'S EX. 1B, ¶7D.) DEFENDANT FAILS TO RAISE A TRIABLE ISSUE REGARDING OBSTRUCTION OF JUSTICE/ SUPPRESSION OF EVIDENCE. THE SETTLEMENT AGREEMENT EXPRESSLY DOES NOT PROHIBIT DEFENDANT FROM DISCLOSING INFORMATION PURSUANT TO SUBPOENA OR OTHER LEGAL PROCESS. (SEE P'S EX. 1B, ¶7H; CONTRAST WITH PEN. CODE, §§ 136.1 AND 138, *WILLIAMSON* V. *SUPERIOR COURT* (1978) 21 CAL.3D 829, *PEOPLE* V. *PIC'L* (1982) 31 CAL.3D 731.) NOR IS PLAINTIFF IN THIS CAUSE OF ACTION SEEKING TO PROHIBIT DISCLOSURE TO GOVERNMENT AGENCIES CONDUCTING INVESTIGATIONS PURSUANT TO STATUTORY OBLIGATIONS. (CONTRAST WITH *MARY R.* V. *B. & R. CORP.* (1983) 149 CAL.APP.3D 308 AND *ALLEN* V. *JORDANOS' INC.* (1975) 52 CAL.APP.3D 160.) EVEN IF A PORTION OF THE AGREEMENT COULD BE CONSTRUED TO SO PROHIBIT (SEE, E.G., ¶10), PLAINTIFF IS NOT RELYING ON THAT SECTION. NOR HAS DEFENDANT SHOWN THAT THE PROVISION IS SO SUBSTANTIAL AS TO RENDER THE ENTIRE CONTRACT ILLEGAL. (CONTRAST WITH *ALLEN*, *SUPRA*, 52 CAL.APP.3D AT 166.

SUPERIOR COURT, MARIN COUNTY, CALIFORNIA
LAW & MOTION, CIVIL CALENDAR
RULINGS

DEPT: 1

TIME: 9:00
DATE: 1/27/95
JUDGE: GARY W. THOMAS
REPORTER: JANICE KNETZGER
CLERK: J. BENASSINI
CASE NO: 157680
TITLE OF ACTION: CHURCH OF SCIENTOLOGY V. GERALD ARMSTRONG

AS TO THE SIXTH CAUSE OF ACTION, DEFENDANT FAILS TO RAISE A TRIABLE ISSUE REGARDING THE CNN INTERVIEW. DEFENDANT ADMITTED IN HIS DEPOSITION THAT HIS CONVERSATION WITH CNN INVOLVED KNOWLEDGE HE HAD GAINED BECAUSE OF HIS YEARS OF EXPERIENCE WITH THE ORGANIZATION (P'S EX. 1A AT 344:1-4), THUS REFUTING HIS ARGUMENTS THAT HIS STATEMENT WAS BASED ON KNOWLEDGE ACQUIRED AFTER THE SETTLEMENT AGREEMENT AND THAT HIS INTERVIEW WAS DIRECTLY RELATED TO THE INSTANT LITIGATION. IN ADDITION, PLAINTIFF SET FORTH NO FACTS OR EVIDENCE IN HIS SEPARATE STATEMENT SHOWING THAT HE COULD DISCLOSE INFORMATION ACQUIRED AFTER EXECUTION OF THE SETTLEMENT AGREEMENT OR THAT HE COULD MAKE SUCH STATEMENTS IN THE CONTEXT OF FUTURE LITIGATION. FINALLY, THERE IS NOTHING IN THE STATEMENT WHICH TIES IT TO EITHER OF THE ARGUMENTS RAISED BY DEFENDANT. DEFENDANT ALSO FAILS TO RAISE A TRIABLE ISSUE REGARDING THE AMERICAN LAWYER INTERVIEW. DEFENDANT'S CLAIM THAT HE ONLY DISCUSSED THE INSTANT LITIGATION IS REFUTED BY HIS OWN ADMISSION THAT HE DISCUSSED "THE PLIGHT OF THE ORGANIZATION [AND] WHAT IT WOULD TAKE TO END ITS LEGAL TROUBLES." (D'S EX. 1D AT 352:15-19.) DEFENDANT'S CLAIM THAT HIS DISCUSSION INVOLVED "NOTHING MORE THAN WHAT JUDGE BRECKENRIDGE STATED IN HIS DECISION IN ARMSTRONG I" IS REFUTED BY HIS ADMISSION THAT HE DID NOT RECALL DISCUSSING THE BRECKENRIDGE OPINION WITH THE REPORTER. (D'S EX. 1D AT 358:20-23.) FURTHER, DEFENDANT POINTS TO NOTHING IN JUDGE BRECKENRIDGE'S OPINION WHICH COINCIDES TO THOSE MATTERS DISCUSSED BY DEFENDANT.

AS TO THE ELEVENTH CAUSE OF ACTION, PLAINTIFF HAS NOT SHOWN THAT DEFENDANT VIOLATED PARAGRAPH 7D OF THE SETTLEMENT AGREEMENT. THE DECLARATION RELIED ON BY PLAINTIFF (P'S EX. 1(A)(8)) DOES NOT DISCLOSE DEFENDANTS "EXPERIENCES WITH THE CHURCH OF SCIENTOLOGY [OR] ANY KNOWLEDGE OR INFORMATION HE MAY HAVE CONCERNING THE CHURCH OF SCIENTOLOGY..."

SUPERIOR COURT, MARIN COUNTY, CALIFORNIA
LAW & MOTION, CIVIL CALENDAR
RULINGS

PAGE: 4-A

DEPT: 1

DATE: 1/27/95

TIME: 9:00

REPORTER: JANICE KNETZGER

CLERK: J. BENASSINI

JUDGE: GARY W. THOMAS

TITLE OF ACTION: CHURCH OF SCIENTOLOGY V. GERALD ARMSTRONG

CASE NO: 157680

DEFENDANT ARMSTRONG FILED A SUPPLEMENTAL DECLARATION AND EVIDENCE SIX DAYS LATE. THE COURT DID NOT PERMIT SAME. THE PLAINTIFF'S MOTION TO STRIKE THE SUPPLEMENTAL PAPERS FROM THE FILE IS GRANTED. PLAINTIFF'S REQUEST FOR SANCTIONS IS GRANTED. DEFENDANTS KNEW THE LATENESS OF THE FILING, SOME SIX DAYS. THERE WAS AMPLE TIME TO SEEK THE COURT'S PERMISSION FOR A LATE FILING. PERMISSION WAS NOT SOUGHT. SANCTIONS REQUESTED BY PLAINTIFF PURSUANT TO SECTION 437C(i) ARE GRANTED IN THE AMOUNT OF $700, AS THE COURT FINDS THIS SIX-DAYS LATE FILING TO BE IN BAD FAITH.

Laurie Bartilson and Andrew Wilson appearing for plaintiff; Ford Greene appearing for defendant Gerald Armstrong. Matter is heard and argued. Tentative ruling becomes final. Sanctions are to be paid within 20 days. Motion to strike is granted, subject papers removed from record and destroyed. William Benz is appointed as referee.

ORIGINAL

FILED 4240

FEB 23 1995
HOWARD HANSON
MARIN COUNTY CLERK
by M. Lawton, Deputy

M. Lawton

Ford Greene
California State Bar No. 107601
HUB LAW OFFICES
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360
Telecopier: (415) 456-5318

PAUL MORANTZ, ESQ.
P.O. Box 511
Pacific Palisades, CA 90272
(310) 459-4745

Attorneys for Defendants
GERALD ARMSTRONG and
THE GERALD ARMSTRONG CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; MICHAEL WALTON; THE GERALD ARMSTRONG CORPORATION, a California for-profit corporation; DOES 1 through 100, inclusive,

Defendants.

No. 157 680

SUBSTITUTION OF COUNSEL

TO THE CLERK OF THE ABOVE-ENTITLED COURT AND TO ALL PARTIES AND THEIR COUNSEL:

Defendants Gerald Armstrong and The Gerald Armstrong Corporation hereby substitute Gerald Armstrong, in propria persona, 715 Sir Francis Drake Boulevard, San Anselmo, California 94960-1949, Telephone (415) 456-8450 as attorney of record in the place and stead of Ford Greene, Esq., and Paul Morantz, Esq.

4241

DATED: February ~~7~~ 23 Ga, 1995

GERALD ARMSTRONG
Defendant

THE GERALD ARMSTRONG CORPORATION
Defendant

I consent to the above substitution.

DATED: February 7, 1995

HUB LAW OFFICES

By:
FORD GREENE

see next page
PAUL MORANTZ

I accept the above substitution.

DATED: February ~~7~~ 23 Ga, 1995

GERALD ARMSTRONG
Defendant

THE GERALD ARMSTRONG CORPORATION
Defendant

4242

DATED: February 7, 1995

GERALD ARMSTRONG
Defendant

THE GERALD ARMSTRONG CORPORATION
Defendant

I consent to the above substitution.

DATED: February 7, 1995

HUB LAW OFFICES

By:
FORD GREENE

PAUL MORANTZ

I accept the above substitution.

DATED: February 7, 1995

GERALD ARMSTRONG
Defendant

THE GERALD ARMSTRONG CORPORATION
Defendant

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents: SUBSTITUTION IF ATTORNEY

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
115 Sansome Street, 4th Floor
San Francisco, California 94104

Laurie J. Bartilson
MOXON & BARTILSON
6255 Sunset Boulevard, Suite 2000
Hollywood, California 90028

[X] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[ ] (Personal Service) I caused such envelope to be delivered by hand to the offices of the addressee.

[X] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

[ ] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

DATED: February 23, 1995

4244

Andrew H. Wilson, SBN 063209
WILSON, RYAN & CAMPILONGO
115 Sansome Street
Fourth Floor
San Francisco, California 94104
(415) 391-3900
Telefax: (415) 954-0938

Laurie J. Bartilson, SBN 139220
MOXON & BARTILSON
6255 Sunset Boulevard, Suite 2000
Hollywood, CA 90028
(213) 960-1936
Telefax: (213) 953-3351

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
INTERNATIONAL

FILED
FEB 27 1995
HOWARD HANSON
MARIN COUNTY CLERK
by P. Fan, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation, Plaintiff, vs. GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	CASE NO. BC 157680 EVIDENCE IN SUPPORT OF PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR SUMMARY ADJUDICATION OF THE TWENTIETH CAUSE OF ACTION OF PLAINTIFF'S COMPLAINT DATE: March 31, 1995 TIME: 9:00 a.m. DEPT: 1 DISCOVERY CUT-OFF: March 16, 1995 MTN CUT-OFF:April 18, 1995 TRIAL DATE: May 18, 1995

VOLUME 1

INDEX TO EXHIBITS

EXHIBIT 1: Declaration of Laurie J. Bartilson

EXHIBIT 1(A): Mutual Release of All Claims and Settlement Agreement, executed by Gerald Armstrong on December 6, 1986.

EXHIBIT 1(B): Declaration of Lawrence E. Heller, executed March 2, 1992 and exhibits A and B attached thereto. Filed in the case of Church of Scientology International v. Gerald Armstrong et al., Marin County Superior Court, Case No. 152229.

EXHIBIT 1(C): Declaration of Graham E. Berry executed May 7, 1992 and exhibit B attached thereto. Filed in the case of Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(D): Marin Independent Journal, Wednesday, November 11, 1992 article entitled, "Is money the root of problems?".

EXHIBIT 1(E): Excerpt from the deposition of Gerald Armstrong, Volume II, July 22, 1992 pg 183, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(F): Letter from Gerald Armstrong to Eric Lieberman, dated August 21, 1991.

EXHIBIT 1(G): Declaration of Ford Greene Regarding Alleged "Taint" of Joseph A. Yanny, Esquire, executed September 4, 1991 and filed in Vicki J. Aznaran and Richard N. Aznaran v. Church of Scientology of California, et al., U.S. District Court, Central District, State of California, Case No. CV 88-1786-JMI(Ex).

EXHIBIT 1(H): Excerpt from the deposition of Gerald Armstrong, Volume III, October 7, 1992 pgs 322-327 and exhibit 11 thereto, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(I): Declaration of Gerald Armstrong in Opposition to Motion to Exclude Expert Testimony, executed August 26, 1991 and filed in Vicki J. Aznaran and Richard N. Aznaran v. Church of Scientology of California, et al., U.S. District Court, Central District, State of California, Case No. CV 88-1786-JMI(Ex).

EXHIBIT 1(J): Declaration of Gerald Armstrong Regarding Alleged "Taint" okf Joseph A. Yanny, Esquire, executed September 3, 1991 and filed in Vicki J. Aznaran and Richard N. Aznaran v. Church of Scientology of California, et al., U.S. District Court, Central District, State of California, Case No. CV 88-1786-JMI(Ex).

EXHIBIT 1(K): Excerpt from the deposition of Gerald Armstrong, Volume IV, October 8, 1992 pgs 448-449, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(L): Excerpt from the deposition of Gerald Armstrong, Volume III, October 7, 1992 pgs 311-312, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(M): Declaration of Gerald Armstrong, executed on July 16, 1991.

EXHIBIT 1(N): Declaration of Gerald Armstrong, executed on July 19, 1991.

EXHIBIT 1(O): Letter from Gerald Armstrong to Eric M. Lieberman, dated June 21, 1991.

EXHIBIT 1(P): Excerpt from the deposition of Gerald Armstrong, Volume VII, August 19, 1994 pgs 901-917, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(Q): Letter from Gerald Armstrong, dated December 22, 1992.

EXHIBIT 1(R): Excerpt from the deposition of Gerald Armstrong, Volume II, July 22, 1992 pgs 282-285, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(S): Affidavit of Gerald Armstrong, executed on February 19, 1992.

EXHIBIT 1(T): Excerpt from the deposition of Gerald Armstrong, Volume III, October 7, 1992 pg 387, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(U): Excerpt from the deposition of Gerald Armstrong, Volume IV, October 8, 1992 pgs 420-421, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(V): Letter from Gerald Armstrong to Sue Rummonds, dated August 27, 1992.

EXHIBIT 1(W): Excerpts from the deposition of Gerald Armstrong, Volume III, October 7, 1992 pgs 402-405, 392-394, 398 taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(X): Excerpts from the deposition of Gerald Armstrong, Volume I, March 3, 1992 pgs 87-88, 93, 144-147 taken in Hunziker, et al. v. Applied Materials, Inc., et al., Santa Clara County Superior Court, Case No. 692629.

EXHIBIT 1(Y): Excerpt from the deposition of Gerald Armstrong, Volume II, July 22, 1992 pgs 214-216, 219-226, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(Z): Supporting Declaration of Gerry Armstrong to Defendants' and Counter-claimants' Opposition to Plaintiffs' and Counter-defendants' Motion for Protective Order re Fifth Request for Production of Documents or Things and for Sanctions, executed on May 27, 1992 and filed in Religious Technology Center, et al., v. Scott, et al., and Religious Technology Center, et al., v. Wollersheim, et al., U.S. District Court Central District of California, Case No. CV 85-711 JMI(Bx) and CV 85-7197 JMI(Bx).

EXHIBIT 1(AA): Letter dated July 19, 1992, from Ford Greene to Laurie Bartilson re refund claim of Tillie Hanna Good.

EXHIBIT 1(BB): Letter dated July 2, 1992 from Ford Greene to Laurie Bartilson re refund claim of Denise Cantin.

EXHIBIT 1(CC): Letter dated October 29, 1991 from Ford Greene to Laurie Bartilson regarding Ed Roberts.

EXHIBIT 1(DD): Excerpt from the deposition of Gerald Armstrong, Volume IV, October 8, 1992 pgs 451-458, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(EE): Letter from Gerald Armstrong to Daniel A. Leipold, dated January 11, 1993.

EXHIBIT 1(FF): Excerpts from the deposition of Gerald Armstrong, Volume VIII, October 20, 1994 pgs 1036-1038, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(GG): Letter from Gerald Armstrong to Mark Goldowitz, dated June 30, 1993.

EXHIBIT 1(HH): Excerpt from the deposition of Gerald Armstrong, Volume VI, August 18, 1994 pgs 740-746, 749-750 taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(II): Excerpt from the deposition of Gerald Armstrong, Volume VII, August 19, 1994 pgs 857-861, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(JJ): Affidavit of Gerald Armstrong, executed on February 7, 1994.

EXHIBIT 1(KK): Excerpts from the deposition of Gerald Armstrong, Volume VI-A, pgs 782-789; Volume VII pgs 838-844 and Volume VIII pgs 1046, 1058-1059, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(LL): Declaration of Gerald Armstrong re: Motion for Costs, executed on February 22, 1994 and filed in Church of Scientology International v. Steven Fishman and Uwe Geertz, U.S. District Court Central District of California, Case No. CV 91-6426 HLH (Tx).

EXHIBIT 1(MM): Declaration of Gerald Armstrong, executed on April 21, 1994.

EXHIBIT 1(NN): Letter from Gerald Armstrong to Graham Berry, dated January

27, 1994.

EXHIBIT 1(OO): Excerpt from the deposition of Gerald Armstrong, Volume III, October 7, 1992 pgs 341-345, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(PP): Transcript of CNN Headline News broadcast.

EXHIBIT 1(QQ): Excerpts from the deposition of Gerald Armstrong, Volume III, October 7, 1992 pgs 341-342, 348-360, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(RR): Excerpts from the deposition of Gerald Armstrong, Volume III, October 7, 1992 pgs 372-380, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(SS): Letter from Gerald Armstrong to Mark Goldowitz, dated June 30, 1993.

EXHIBIT 1(TT): Video tape of interview with Gerry Armstrong, November 6, 1992.

EXHIBIT 1(UU): Transcript of video tape interview with Gerry Armstrong, November 6, 1992.

EXHIBIT 1(VV): Letter from Laurie Bartilson to Gerald Armstrong, dated April 28, 1993.

EXHIBIT 1(WW): Letter from Gerald Armstrong to Laurie Bartilson, dated May 3, 1993.

EXHIBIT 1(XX): Newsweek article, June 14, 1993 entitled "Scientology in the Schools", by Kenneth Woodward and Charles Fleming.

EXHIBIT 1(YY): Excerpt from the deposition of Gerald Armstrong, Volume VI, August 18, 1994 pgs 736-737, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(ZZ): Letter from Gerald Armstrong to Charles Fleming, dated August

28, 1993.

EXHIBIT 1(AAA): Excerpt from the deposition of Gerald Armstrong, Volume VI, August 18, 1994 pgs 729-730, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(BBB): Excerpt from the deposition of Gerald Armstrong, Volume VII, August 19, 1994 pgs 854-855, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(CCC): Letter from Gerald Armstrong to Jennifer Cohen, dated August 23, 1993.

EXHIBIT 1(DDD): Transcript of a segment of Entertainment TV, August 5, 1993.

EXHIBIT 1(EEE): Excerpt from the deposition of Gerald Armstrong, Volume VII, August 19, 1994 pgs 850-853, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(FFF): Excerpt from the deposition of Gerald Armstrong, Volume VI, August 18, 1994 pgs 720-723, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(GGG): Fax communication cover sheet and letter to the editor of Premier Magazine from Gerald Armstrong, dated October 11, 1993.

EXHIBIT 1(HHH): Letter from Gerald Armstrong to Charles Collier-Wright, and Mirror Group Newspapers, dated May 19, 1994.

EXHIBIT 1(III): Excerpt from the deposition of Gerald Armstrong, Volume VI, August 18, 1994 pgs 693-694, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(JJJ): Letter from Gerald Armstrong to Rick Cusick , June 29, 1994.

EXHIBIT 1(KKK): Excerpt from the deposition of Gerald Armstrong, Volume VI, August 18, 1994 pgs 653-655, 661-662, 664-667, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case

No. BC 052395.

EXHIBIT 1(LLL): Article in the Pacific Sun, June 29, 1994, entitled "Gagged again".

EXHIBIT 1(MMM): Letter to the editor, Pacific Sun from Gerry Armstrong, July 13-19, 1994.

EXHIBIT 1(NNN): Excerpt from the deposition of Gerald Armstrong, Volume VII, August 19, 1994 pgs 848-850, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

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EXHIBIT 1(UUU): Excerpt from the deposition of Gerald Armstrong, Volume III, October 7, 1992 pgs 383-385, and Volume IV, October 8, 1992 pgs 421-422, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(VVV): Letter from Gerald Armstrong to Robert Lobsinger, dated September 1, 1992.

EXHIBIT 1(WWW): Excerpt from the deposition of Gerald Armstrong, Volume II, March 12, 1992 pgs 265-266, taken in Hunziker v. Applied Materials, et al., Santa Clara County Superior Court, Case No. 692629.

EXHIBIT 1(XXX): Excerpt from the deposition of Gerald Armstrong, Volume VI, August 18, 1994 pgs 705-710, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(YYY): Excerpt from the deposition of Gerald Armstrong, Volume VI-A, pgs 764-765, 767-770, 777-780, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(ZZZ): Excerpt from the deposition of Gerald Armstrong, Volume VII, August 19, 1994 pgs 869-870, 872, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(AAAA): Excerpt from the deposition of Gerald Armstrong, Volume V, March 10, 1993 pgs 966-967, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(BBBB): Excerpt from the deposition of Gerald Armstrong, Volume VI-A, pgs 782-785, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(CCCC): Excerpts from the deposition of Gerald Armstrong, Volume VII, August 19, 1994 pgs 843, 919-920, 922-923, 926-930; and Volume VIII, October 20, 1994 pgs 954-961, 972-973, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(DDDD): Excerpt from the deposition of Gerald Armstrong, Volume I, June 24, 1992 pg 124, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(EEEE): Declaration of Gerald Armstrong, executed on February 3, 1993.

EXHIBIT 1(FFFF): Letter from Gerald Armstrong to Lauried Bartilson, dated May 3, 1993.

EXHIBIT 1(GGGG): Letter from Gerald Armstrong to Andrew Wilson, dated August 15, 1993.

EXHIBIT 1(HHHH): Excerpt from the deposition of Gerald Armstrong, Volume VI, August 18, 1994 pgs 665-666, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(IIII): Letter from Gerald Armstrong to Nancy O'Meara, dated February 1, 1995.

Dated: February 23, 1995

Respectfully submitted,

Andrew H. Wilson
WILSON, RYAN AND CAMPILONGO

MOXON & BARTILSON

By: ______________________
Laurie J. Bartilson

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
INTERNATIONAL

Andrew H. Wilson, SBN 063209
WILSON, RYAN & CAMPILONGO
115 Sansome Street
Fourth Floor
San Francisco, California 94104
(415) 391-3900
Telefax: (415) 954-0938

Laurie J. Bartilson, SBN 139220
MOXON & BARTILSON
6255 Sunset Boulevard, Suite 2000
Hollywood, CA 90028
(213) 960-1936
Telefax: (213) 953-3351

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
INTERNATIONAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation, Plaintiff,	CASE NO. BC 157680 DECLARATION OF LAURIE J. BARTILSON IN SUPPORT OF PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR SUMMARY ADJUDICATION OF THE TWENTIETH CAUSE OF ACTION OF PLAINTIFF'S COMPLAINT
vs.	
GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	DATE: March 31, 1995 TIME: 9:00 a.m. DEPT: 1 DISCOVERY CUT-OFF: March 16, 1995 MTN CUT-OFF: April 18, 1995 TRIAL DATE: May 18, 1995

LAURIE J. BARTILSON deposes and says:

1. My name is Laurie J. Bartilson and I am one of the attorneys responsible for the representations of the plaintiff in this action. I have personal knowledge of the facts set forth in this Declaration and could competently testify thereto if called as a witness.

2. Attached hereto and incorporated herein are true and correct copies of documents submitted as exhibits in support of Plaintiff's Notice of Motion and Motion for Summary Adjudication of the Twentieth Cause of Action of Plaintiff's Complaint.

EXHIBIT A: Mutual Release of All Claims and Settlement Agreement, executed by Gerald Armstrong on December 6, 1986.

EXHIBIT B: Declaration of Lawrence E. Heller, executed March 2, 1992 and exhibits A and B attached thereto. Filed in the case of Church of Scientology International v. Gerald Armstrong et al., Marin County Superior Court, Case No. 152229.

EXHIBIT C: Declaration of Graham E. Berry executed May 7, 1992 and exhibit B attached thereto. Filed in the case of Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT D: Marin Independent Journal, Wednesday, November 11, 1992 article entitled, "Is money the root of problems?".

EXHIBIT E: Excerpt from the deposition of Gerald Armstrong, Volume II, July 22, 1992 pg 183, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT F: Letter from Gerald Armstrong to Eric Lieberman, dated August 21, 1991.

EXHIBIT G: Declaration of Ford Greene Regarding Alleged "Taint" of Joseph A. Yanny, Esquire, executed September 4, 1991 and filed in Vicki J. Aznaran and Richard N. Aznaran v. Church of Scientology of California, et al., U.S. District Court, Central District, State of California, Case No. CV 88-1786-JMI(Ex).

EXHIBIT H: Excerpt from the deposition of Gerald Armstrong, Volume III, October 7, 1992 pgs 322-327 and exhibit 11 thereto, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT I: Declaration of Gerald Armstrong in Opposition to Motion to Exclude Expert Testimony, executed August 26, 1991 and filed in Vicki J. Aznaran and Richard N. Aznaran v. Church of Scientology of California, et al., U.S. District Court, Central District, State of California, Case No. CV 88-1786-JMI(Ex).

EXHIBIT J: Declaration of Gerald Armstrong Regarding Alleged "Taint" okf Joseph A. Yanny, Esquire, executed September 3, 1991 and filed in Vicki J. Aznaran and Richard N. Aznaran v. Church of Scientology of California, et al., U.S. District Court, Central District, State of California, Case No. CV 88-1786-JMI(Ex).

EXHIBIT K: Excerpt from the deposition of Gerald Armstrong, Volume IV, October 8, 1992 pgs 448-449, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT L: Excerpt from the deposition of Gerald Armstrong, Volume III, October 7, 1992 pgs 311-312, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT M: Declaration of Gerald Armstrong, executed on July 16, 1991.

EXHIBIT N: Declaration of Gerald Armstrong, executed on July 19, 1991.

EXHIBIT O: Letter from Gerald Armstrong to Eric M. Lieberman, dated June 21, 1991.

EXHIBIT P: Excerpt from the deposition of Gerald Armstrong, Volume VII, August 19, 1994 pgs 901-917, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT Q: Letter from Gerald Armstrong, dated December 22, 1992.

EXHIBIT R: Excerpt from the deposition of Gerald Armstrong, Volume II, July 22, 1992 pgs 282-285, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT S: Affidavit of Gerald Armstrong, executed on February 19, 1992.

EXHIBIT T: Excerpt from the deposition of Gerald Armstrong, Volume III, October 7, 1992 pg 387, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT U: Excerpt from the deposition of Gerald Armstrong, Volume IV, October 8, 1992 pgs 420-421, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT V: Letter from Gerald Armstrong to Sue Rummonds, dated August 27, 1992.

EXHIBIT W: Excerpts from the deposition of Gerald Armstrong, Volume III, October 7, 1992 pgs 392-394, 398, 402-405, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT X: Excerpts from the deposition of Gerald Armstrong, Volume I, March 3, 1992 pgs 87-88, 93, 144-147 taken in Hunziker, et al. v. Applied Materials, Inc., et al., Santa Clara County Superior Court, Case No. 692629.

EXHIBIT Y: Excerpt from the deposition of Gerald Armstrong, Volume II, July 22, 1992 pgs 214-216, 219-226, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT Z: Supporting Declaration of Gerry Armstrong to Defendants' and Counter-claimants' Opposition to Plaintiffs' and Counter-defendants' Motion for Protective Order re Fifth Request for Production of Documents or Things and for Sanctions, executed on May 27, 1992 and filed in Religious Technology Center, et al., v. Scott, et al., and Religious Technology Center, et al., v. Wollersheim, et al., U.S. District Court Central District of California, Case No. CV 85-711 JMI(Bx) and CV 85-7197 JMI(Bx).

EXHIBIT AA: Letter dated July 19, 1992, from Ford Greene to Laurie Bartilson re refund claim of Tillie Hanna Good.

EXHIBIT BB: Letter dated July 2, 1992 from Ford Greene to Laurie Bartilson re refund claim of Denise Cantin.

EXHIBIT CC: Letter dated October 29, 1991 from Ford Greene to Laurie Bartilson regarding Ed Roberts.

EXHIBIT DD: Excerpt from the deposition of Gerald Armstrong, Volume IV, October 8, 1992 pgs 451-458, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT EE: Letter from Gerald Armstrong to Daniel A. Leipold, dated January 11, 1993.

EXHIBIT FF: Excerpts from the deposition of Gerald Armstrong, Volume VIII, October 20, 1994 pgs 1036-1038, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT GG: Letter from Gerald Armstrong to Mark Goldowitz, dated June 30, 1993.

EXHIBIT HH: Excerpt from the deposition of Gerald Armstrong, Volume VI, August 18, 1994 pgs 746, 749-750, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT II: Excerpt from the deposition of Gerald Armstrong, Volume VII, August 19, 1994 pgs 857-861, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT JJ: Affidavit of Gerald Armstrong, executed on February 7, 1994.

EXHIBIT KK: Excerpts from the deposition of Gerald Armstrong, Volume VI-A, pgs 782-789; Volume VII pgs 838-844 and Volume VIII pgs 1046, 1058-1059, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT LL: Declaration of Gerald Armstrong re: Motion for Costs, executed on February 22, 1994 and filed in Church of Scientology International v. Steven Fishman and Uwe Geertz, U.S. District Court Central District of California, Case No. CV 91-

6426 HLH (Tx).

EXHIBIT MM: Declaration of Gerald Armstrong, executed on April 21, 1994.

EXHIBIT NN: Letter from Gerald Armstrong to Graham Berry, dated January 27, 1994.

EXHIBIT OO: Excerpt from the deposition of Gerald Armstrong, Volume III, October 7, 1992 pgs 341-345, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT PP: Transcript of CNN Headline News broadcast.

EXHIBIT QQ: Excerpts from the deposition of Gerald Armstrong, Volume III, October 7, 1992 pgs 341-342, 348-360, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT RR: Excerpts from the deposition of Gerald Armstrong, Volume III, October 7, 1992 pgs 372-380, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT SS: Letter from Gerald Armstrong to Mark Goldowitz, dated June 30, 1993.

EXHIBIT TT: Video tape of interview with Gerry Armstrong, November 6, 1992.

EXHIBIT UU: Transcript of video tape interview with Gerry Armstrong, November 6, 1992.

EXHIBIT VV: Letter from Laurie Bartilson to Gerald Armstrong, dated April 28, 1993.

EXHIBIT WW: Letter from Gerald Armstrong to Laurie Bartilson, dated May 3, 1993.

EXHIBIT XX: Newsweek article, June 14, 1993 entitled "Scientology in the Schools", by Kenneth Woodward and Charles Fleming.

EXHIBIT YY: Excerpt from the deposition of Gerald Armstrong, Volume VI, August 18, 1994 pgs 736-737, taken in Church of Scientology International v. Gerald

Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT ZZ: Letter from Gerald Armstrong to Charles Fleming, dated August 28, 1993.

EXHIBIT AAA: Excerpt from the deposition of Gerald Armstrong, Volume VI, August 18, 1994 pgs 729-730, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT BBB: Excerpt from the deposition of Gerald Armstrong, Volume VII, August 19, 1994 pgs 854-855, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT CCC: Letter from Gerald Armstrong to Jennifer Cohen, dated August 23, 1993.

EXHIBIT DDD: Transcript of a segment of Entertainment TV, August 5, 1993.

EXHIBIT EEE: Excerpt from the deposition of Gerald Armstrong, Volume VII, August 19, 1994 pgs 850-853, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT FFF: Excerpt from the deposition of Gerald Armstrong, Volume VI, August 18, 1994 pgs 720-723, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT GGG: Fax communication cover sheet and letter to the editor of Premier Magazine from Gerald Armstrong, dated October 11, 1993.

EXHIBIT HHH: Letter from Gerald Armstrong to Charles Collier-Wright, and Mirror Group Newspapers, dated May 19, 1994.

EXHIBIT III: Excerpt from the deposition of Gerald Armstrong, Volume VI, August 18, 1994 pgs 693-694, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT JJJ: Letter from Gerald Armstrong to Rick Cusick , June 29, 1994.

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International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

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EXHIBIT VVV: Letter from Gerald Armstrong to Robert Lobsinger, dated September 1, 1992.

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EXHIBIT AAAA: Excerpt from the deposition of Gerald Armstrong, Volume V, March 10, 1993 pgs 591-592, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT BBBB: Excerpt from the deposition of Gerald Armstrong, Volume VI-A, pgs 782-785, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

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EXHIBIT DDDD: Excerpt from the deposition of Gerald Armstrong, Volume I, June 24, 1992 pg 124, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT EEEE: Declaration of Gerald Armstrong, executed on February 3, 1993.

EXHIBIT FFFF: Letter from Gerald Armstrong to Lauried Bartilson, dated May 3, 1993.

EXHIBIT GGGG: Letter from Gerald Armstrong to Andrew Wilson, dated August 15, 1993.

EXHIBIT HHHH: Excerpt from the deposition of Gerald Armstrong, Volume VI, August 18, 1994 pgs 665-666, taken in Church of Scientology International v. Gerald Armstrong et al., Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT IIII: Letter from Gerald Armstrong to Nancy O'Meara, dated February 1, 1995.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 23rd day of February, 1995, at Los Angeles, California.

Laurie J. Bartilson

4263.1

Exhibit A

MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

1. This Mutual Release of All Claims and Settlement Agreement is made between Church of Scientology International (hereinafter "CSI") and Gerald Armstrong, (hereinafter "Plaintiff") Cross-Complainant in Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153. By this Agreement, Plaintiff hereby specifically waives and releases all claims he has or may have from the beginning of time to and including this date, including all causes of action of every kind and nature, known or unknown for acts and/or omissions against the officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel of CSI as well as the Church of Scientology of California, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Religious Technology Center, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; all Scientology and Scientology affiliated organizations and entities and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Author Services, Inc., its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and its trustee; and Mary Sue Hubbard, (all hereinafter collectively referred to as the

PLAINTIFF'S EXHIBIT 6

"Releasees"). The parties to this Agreement hereby agree as follows:

2. It is understood that this settlement is a compromise of doubtful and disputed claims, and that any payment is not to be construed, and is not intended, as an admission of liability on the part of any party to this Agreement, specifically, the Releasees, by whom liability has been and continues to be expressly denied. In executing this settlement Agreement, Plaintiff acknowledges that he has released the organizations, individuals and entities listed in the above paragraph, in addition to those defendants actually named in the above lawsuit, because among other reasons, they are third party beneficiaries of this Agreement.

3. Plaintiff has received payment of a certain monetary sum which is a portion of a total sum of money paid to his attorney, Michael J. Flynn. The total sum paid to Mr. Flynn is to settle all of the claims of Mr. Flynn's clients. Plaintiff's portion of said sum has been mutually agreed upon by Plaintiff and Michael J. Flynn. Plaintiff's signature below this paragraph acknowledges that Plaintiff is completely satisfied with the monetary consideration negotiated with and received by Michael J. Flynn. Plaintiff acknowledges that there has been a block settlement between Plaintiff's attorney, Michael J. Flynn, and the Church of Scientology and Churches and entities related to the Church of Scientology, concerning all of Mr. Flynn's clients who were in litigation with any Church of Scientology or related entity. Plaintiff has received a portion of this block.

GA

amount, the receipt of which he hereby acknowledges. Plaintiff understands that this amount is only a portion of the block settlement amount. The exact settlement sum received by Plaintiff is known only to Plaintiff and his attorney, Michael J. Flynn, and it is their wish that this remain so and that this amount remain confidential.

Signature line for Gerald Armstrong

4. For and in consideration of the above described consideration, the mutual covenants, conditions and release contained herein, Plaintiff does hereby release, acquit and forever discharge, for himself, his heirs, successors, executors, administrators and assigns, the Releasees, including Church of Scientology of California, Church of Scientology International, Religious Technology Center, all Scientology and Scientology affiliated organizations and entities, Author Services, Inc. (and for each organization or entity, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel); L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and trustee; and Mary Sue Hubbard, and each of them, of and from any and all claims, including, but not limited to, any claims or causes of action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153 and all demands, damages, actions and causes of actions of every kind and nature, known or unknown,

for or because of any act or omission allegedly done by the Releasees, from the beginning of time to and including the date hereof. Therefore, Plaintiff does hereby authorize and direct his counsel to dismiss with prejudice his claims now pending in the above referenced action. The parties hereto will execute and cause to be filed a joint stipulation of dismissal in the form of the one attached hereto as Exhibit "A".

A. It is expressly understood by Plaintiff that this release and all of the terms thereof do not apply to the action brought by the Church of Scientology against Plaintiff for Conversion, Fraud and other causes of action, which action has already gone to trial and is presently pending before the Second District, Third Division of the California Appellate Court (Appeal No. B005912). The disposition of those claims are controlled by the provisions of the following paragraph hereinafter.

B. As of the date this settlement Agreement is executed, there is currently an appeal pending before the California Court of Appeal, Second Appellate District, Division 3, arising out of the above referenced action delineated as Appeal No. B005912. It is understood that this appeal arises out of the Church of Scientology's complaint against Plaintiff which is not settled herein. This appeal shall be maintained notwithstanding this Agreement. Plaintiff agrees to waive any rights he may have to take any further appeals from any decision eventually reached by the Court of Appeal or any rights he may have to oppose (by responding brief or any other means) any further appeals taken by the Church of

Scientology of California. The Church of Scientology of California shall have the right to file any further appeals it deems necessary.

5. For and in consideration of the mutual covenants, conditions and release contained herein, and Plaintiff dismissing with prejudice the action Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153, the Church of Scientology of California does hereby release, acquit and forever discharge for itself, successors and assigns, Gerald Armstrong, his agents, representatives, heirs, successors, assigns, legal counsel and estate and each of them, of and from any and all claims, causes of action, demands, damages and actions of every kind and nature, known or unknown, for or because of any act or omission allegedly done by Gerald Armstrong from the beginning of time to and including the date hereof.

6. In executing this Agreement, the parties hereto, and each of them, agree to and do hereby waive and relinquish all rights and benefits afforded under the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7. Further, the undersigned hereby agree to the following:

A. The liability for all claims is expressly denied by the parties herein released, and this final compromise and

settlement thereof shall never be treated as an admission of liability or responsibility at any time for any purpose.

B. Plaintiff has been fully advised and understands that the alleged injuries sustained by him are of such character that the full extent and type of injuries may not be known at the date hereof, and it is further understood that said alleged injuries, whether known or unknown at the date hereof, might possibly become progressively worse and that as a result, further damages may be sustained by Plaintiff; nevertheless, Plaintiff desires by this document to forever and fully release the Releasees. Plaintiff understands that by the execution of this release no further claims arising out of his experience with, or actions by, the Releasees, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against the Releasees.

C. Plaintiff agrees to assume responsibility for the payment of any attorney fee, lien or liens, imposed against him past, present, or future, known or unknown, by any person, firm, corporation or governmental entity or agency as a result of, or growing out of any of the matters referred to in this release. Plaintiff further agrees to hold harmless the parties herein released, and each of them, of and from any liability arising therefrom.

D. Plaintiff agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other

similar form, any writing or to broadcast or to assist another to create, write, film or video tape or audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff expressly understands that the non-disclosure provisions of this subparagraph shall apply, inter alia, but not be limited, to the contents or substance of his complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above. The attorneys for Plaintiff, subject to the ethical limitations restraining them as promulgated by the state or federal regulatory associations or agencies, agree not to disclose any of the terms and conditions of the settlement negotiations, amount of the

settlement, or statements made by either party during settlement conferences. Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to liquidated damages in the amount of $50,000 for each such breach. All monies received to induce or in payment for a breach of this Agreement, or any part thereof, shall be held in a constructive trust pending the outcome of any litigation over said breach. The amount of liquidated damages herein is an estimate of the damages that each party would suffer in the event this Agreement is breached. The reasonableness of the amount of such damages are hereto acknowledged by Plaintiff.

E. With exception to the items specified in Paragraph 7(L), Plaintiff agrees to return to the Church of Scientology International at the time of the consummation of this Agreement, all materials in his possession, custody or control (or within the possession, custody or control of his attorney, as well as third parties who are in possession of the described documents), of any nature, including originals and all copies or summaries of documents defined in Appendix "A" to this Agreement, including but not limited to any tapes, computer disks, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above, all evidence of any nature, including evidence obtained from the named defendants through discovery, acquired for the purposes of this lawsuit or any lawsuit, or acquired for any other purpose

concerning any Church of Scientology, any financial or administrative materials concerning any Church of Scientology, and any materials relating personally to L. Ron Hubbard, his family, or his estate. In addition to the documents and other items to be returned to the Church of Scientology International listed above and in Appendix "A", Plaintiff agrees to return the following:

(a) All originals and copies of the manuscript for the work "Excalibur" written by L. Ron Hubbard;

(b) All originals and copies of documents commonly known as the "Affirmations" written by L. Ron Hubbard; and

(c) All documents and other items surrendered to the Court by Plaintiff and his attorneys pursuant to Judge Cole's orders of August 24, 1982 and September 4, 1982 and all documents and other items taken by the Plaintiff from either the Church of Scientology or Omar Garrison. This includes all documents and items entered into evidence or marked for identification in Church of Scientology of California v. Gerald Armstrong, Case No. C 420 153. Plaintiff and his attorney will execute a Joint Stipulation or such other documents as are necessary to obtain these documents from the Court. In the event any documents or other items are no longer in the custody or control of the Los Angeles Superior Court, Plaintiff and his counsel will assist the Church in recovering these documents as quickly as possible, including but not limited to those tapes and other documents now in the possession of the United States District Court in the case of United States v. Zolin, Case No. CV

85-0440-HLH(Tx), presently on appeal in the Ninth Circuit Court of Appeals. In the event any of these documents are currently lodged with the Court of Appeal, Plaintiff and his attorneys will cooperate in recovering those documents as soon as the Court of Appeal issues a decision on the pending appeal.

To the extent that Plaintiff does not possess or control documents within categories A-C above, Plaintiff recognizes his continuing duty to return to CSI any and all documents that fall within categories A-C above which do in the future come into his possession or control.

F. Plaintiff agrees that he will never again seek or obtain spiritual counselling or training or any other service from any Church of Scientology, Scientologist, Dianetics or Scientology auditor, Scientology minister, Mission of Scientology, Scientology organization or Scientology affiliated organization.

G. Plaintiff agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organizations aligned against Scientology.

H. Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make

himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with and knowledge of the Church with anyone other than members of his immediate family. As provided hereinafter in Paragraph 18(d), the contents of this Agreement may not be disclosed.

I. The parties hereto agree that in the event of any future litigation between Plaintiff and any of the organizations, individuals or entities listed in Paragraph 1 above, that any past action or activity, either alleged in this lawsuit or activity similar in fact to the evidence that was developed during the course of this lawsuit, will not be used by either party against the other in any future litigation. In other words, the "slate" is wiped clean concerning past actions by any party.

J. It is expressly understood and agreed by Plaintiff that any dispute between Plaintiff and his counsel as to the proper division of the sum paid to Plaintiff by his attorney of record is between Plaintiff and his attorney of record and shall in no way affect the validity of this Mutual Release of All Claims and Settlement Agreement.

K. Plaintiff hereby acknowledges and affirms that he is not under the influence of any drug, narcotic, alcohol or other mind-influencing substance, condition or ailment such that his ability to fully understand the meaning of this Agreement and the significance thereof is adversely affected.

L. Notwithstanding the provisions of Paragraph 7(E) above, Plaintiff shall be entitled to retain any artwork created by him which concerns or relates to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above provided that such artwork never be disclosed either directly or indirectly, to anyone. In the event of a disclosure in breach of this Paragraph 7(L), Plaintiff shall be subject to the liquidated damages and constructive trust provisions of Paragraph 7(D) for each such breach.

8. Plaintiff further agrees that he waives and relinquishes any right or claim arising out of the conduct of any defendant in this case to date, including any of the organizations, individuals or entities as set forth in Paragraph 1 above, and the named defendants waive and relinquish any right or claim arising out of the conduct of Plaintiff to date.

9. This Mutual Release of All Claims and Settlement Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital. This Agreement may be amended only by a written instrument executed by Plaintiff and CSI. The parties hereto have carefully read and understand the contents of this Mutual Release of All Claims and Settlement Agreement and sign the same of their own free will, and it is the intention of the parties to be legally bound hereby. No other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically

incorporated herein shall be deemed to in any way exist or bind any of the parties hereto.

10. Plaintiff agrees that he will not assist or advise anyone, including individuals, partnerships, associations, corporations, or governmental agencies contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement.

11. The parties to this Agreement acknowledge the following:

A. That all parties enter into this Agreement freely, voluntarily, knowingly and willingly, without any threats, intimidation or pressure of any kind whatsoever and voluntarily execute this Agreement of their own free will;

B. That all parties have conducted sufficient deliberation and investigation, either personally or through other sources of their own choosing, and have obtained advice of counsel regarding the terms and conditions set forth herein, so that they may intelligently exercise their own judgment in deciding whether or not to execute this Agreement; and

C. That all parties have carefully read this Agreement and understand the contents thereof and that each reference in this Agreement to any party includes successors, assigns, principals, agents and employees thereof.

12. Each party shall bear its respective costs with respect to the negotiation and drafting of this Agreement and

all acts required by the terms hereof to be undertaken and performed by that party.

13. To the extent that this Agreement inures to the benefit of persons or entities not signatories hereto, this Agreement is hereby declared to be made for their respective benefits and uses.

14. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

15. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

16. In the event any provision hereof be unenforceable, such provision shall not affect the enforceability of any other provision hereof.

17. All references to the plural shall include the singular and all references to the singular shall include the plural. All references to gender shall include both the masculine and feminine.

18.(A) Each party warrants that they have received independent legal advice from their attorneys with respect to the advisability of making the settlement provided for herein and in executing this Agreement.

(B) The parties hereto (including any officer, agent, employee, representative or attorney of or for any party) acknowledge that they have not made any statement,

representation or promise to the other party regarding any fact material to this Agreement except as expressly set forth herein. Furthermore, except as expressly stated in this Agreement, the parties in executing this Agreement do not rely upon any statement, representation or promise by the other party (or of any officer, agent, employee, representative or attorney for the other party).

(C) The persons signing this Agreement have the full right and authority to enter into this Agreement on behalf of the parties for whom they are signing.

(D) The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing herein shall be construed to prevent any party hereto or his respective attorney from stating that this civil action has been settled in its entirety.

(E) The parties further agree to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement.

19. Plaintiff has been fully advised by his counsel as to the contents of this document and each provision hereof. Plaintiff hereby authorizes and directs his counsel to dismiss with prejudice his claims now pending in the action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153.

20. Notwithstanding the dismissal of the lawsuit pursuant to Paragraph 4 of this Agreement, the parties hereto agree that the Los Angeles Superior Court shall retain

jurisdiction to enforce the terms of this Agreement. This Agreement may be enforced by any legal or equitable remedy, including but not limited to injunctive relief or declaratory judgment where appropriate. In the event any party to this Agreement institutes any action to preserve, to protect or to enforce any right or benefit created hereunder, the prevailing party in any such action shall be entitled to the costs of suit and reasonable attorney's fees.

21. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date opposite their names.

Dated: December 6, 1986

GERALD ARMSTRONG

J. Ann Richardson
Witness

Witness

Dated: 12/6/86

APPROVED AS TO FORM AND CONTENT:

M. J. Flynn
MICHAEL J. FLYNN
Attorney for
GERALD ARMSTRONG

Dated: December 11, 1986

Heber C. Jentzsch for
CHURCH OF SCIENTOLOGY
INTERNATIONAL

APPENDIX A

1. As used herein, the term "document" or "documents" include but are not limited to all originals, file copies and copies not identical to the original, no matter how prepared, of all writings, papers, notes, records, books and other tangible things including, by way of example and not of limitation, the following:

a. Memoranda, notes, calendars, appointment books, shorthand or stenographer's notebooks, correspondence, letters and telegrams, whether received, sent, filed or maintained internally;

b. Drafts and notes, whether typed, penciled or otherwise, whether or not used;

c. Minutes, reports and summaries of meetings;

d. Contracts, agreements, understandings, commitments, proposals and other business dealings;

e. Recordings, transcriptions and memoranda or notes made of any telephone or face-to-face oral conversations between or among persons;

f. Dictated tapes or other sound recordings;

g. Computer printouts or reports and the applicable program or programs therefor;

h. Tapes, cards or any other means by which data are stored or preserved electrically, electronically, magnetically or mechanically, and the applicable program or program therefor (from which plaintiff may reproduce or cause to be reproduced such data in written form);

i. Pictures, drawings, photographs, charts or other graphic representations;

j. Checks, bills, notes, receipts, or other evidence of payment;

k. Ledgers, journals, financial statements, accounting records, operating statements, balance sheets and statements of account.

Exhibit B

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
235 Montgomery Street
Suite 450
San Francisco, California 94104
(415) 391-3900

Laurie J. Bartilson
BOWLES & MOXON
6255 Sunset Boulevard
Suite 2000
Hollywood, California 90028
(213) 661-4030

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation; Plaintiff, vs. GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	Case No. 152229 DECLARATION OF LAWRENCE E. HELLER

I, LAWRENCE E. HELLER, hereby declare:

1. I am an attorney at law duly licensed to practice before all of the courts of the State of California and am a partner in the law firm of Turner, Gerstenfeld, Wilk & Tigerman. I have personal knowledge of the matters set forth below, and if called upon to do so, could and would competently testify thereto.

2. In 1986 I assisted various Churches of Scientology to achieve the settlement of a series of lawsuits with attorney

Michael J. Flynn and a several other attorneys around the country, who represented a number of plaintiffs and witnesses against those Churches of Scientology. Gerald Armstrong was one of these plaintiffs.

3. To finalize this settlement with Armstrong, I met with Mr. Armstrong and his attorney, Michael Flynn, in Los Angeles on December 6, 1986. I was present when Mr. Armstrong, in the presence of his attorney signed the Settlement Agreement with the Church of Scientology International. This meeting and signing was video taped.

4. Attached as Exhibit A to this Declaration is a copy of the video tape made at that meeting. I have reviewed this tape and state that it accurately depicts all of the events of that meeting.

5. Attached as Exbit B is a copy of the transcript of that video tape. I have reviewed this transcript against the video, itself, and state that it is an accurate transcription of the video.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 2nd day of March, 1992, at Los Angeles, California.

Lawrence E. Heller

TRANSCRIPT OF GERALD ARMSTRONG VIDEO RECORDING OF SETTLEMENT AGREEMENT SIGNING

Appearances: December 6, 1986

LH: Larry Heller

GA: Gerald Armstrong

MF: Michael Flynn

JR: Jo Ann Richardson (Notary)

MS: Michael Sutter (Witness)

BEGINNING OF TAPE

LH This is fine, that covers everything and um, we're alright.

MF How many you got there?

LH Well I got the two affidavits for, then I got these here which, um, we don't have to sign these on video tape - we can do it if you like...

MF It makes no difference to me.

LH It's all the same to me too...

LH OK. It's now 9:04, ah, pm on December 6 1986 and to my left is Gerald Armstrong and next to him Michael J. Flynn. Um, Mr. Armstrong, I understand Mr. Flynn is your attorney here representing you today, is that correct?

GA Right.

LH OK. Ah, Mr. Armstrong I'm going to ask you to sign three documents, ah, a mutual release of all claims and settlement agreement, and two separate affidavits. Prior to doing so however, I would like to ask you some questions with regard to those documents, um-hum, excuse me, which I would like you to answer freely and honestly if you would. Ah, first of all have you had a chance to, ah, completely and comprehensively review and read these documents?

GA Yeah.

LH OK. Have you had a chance to discuss these documents with your attorney, Mr. Flynn?

GA Yes.

LH Has Mr. Flynn explained these documents as well the legal and factual ramifications to you, legal and practical ramifications to you to your satisfaction?

GA Uh, I think so, yes.

LH OK. Well do you have any question of that whatsoever?

GA No, I have no current questions about it.

LH OK, very good. You are going to sign these of your own free will?

GA Yes.

LH OK. You are not suffering from any duress or coercion which is compelling you to sign these documents?

GA No.

LH Alright, you are not presently under the influence of alcohol or any medication, prescription or otherwise, which would impede your ability to comprehend the um, legal and factual intent of these documents?

GA No.

LH Um, you may have noticed in reviewing the settlement agreement that, ah, you are part of a what we have generically described as a universal settlement, ah, what I mean by that is and you probably know that independently as well, as you're smiling. What I mean by that...

GA ... no, just that, that's the same as a global settlement, right?

LH It's the same thing. Exactly.

GA Got it.

LH I said generically described so far, universal, global, all encompassing - whatever you like, but the intent of it is that, um, you are one of many claimants uh, who uh, contend that they have claims against the Church of Scientology as well as related and unrelated entities and individuals. Some of those claimants have litigation such as you do pending against the Church of Scientology, some of them don't.

Uh, as you also may or may not know, uh, one lump sum payment is being made to Mr. Flynn. Um, Mr. Flynn is then going to be distributing from that lump sum certain sums to some or all of these claimants...

MF After I go to Rio.

LH After he goes to Rio, exactly. Neither I nor my clients know what the nature or amount that that distribution is um, and we don't want to know. Uh, what's important to us is that you realize that it's a universal/global settlement; that you realize that you are getting paid a certain amount out of that settlement, if you in fact are, and I'm making the assumption you are, but that, uh, and also that you tell me while we're now on video tape that you are happy and satisfied with the amount that Mr. Flynn has promised to pay you.

(phone rings and is answered)

GA Yes.

LH OK, now, other than any representations which Mr. Flynn has made to you in order to uh, get you to sign this uh, have any other representations been made by either myself or my clients or anything else which has compelled you to sign these documents?

Now, what I'm saying to you is there are obviously representations in the documents...

GA Correct.

LH Mr. Flynn has spoken with you - he has said you will get this and that for the, uh, whether money or other consideration for the signing of these documents...

GA Right.

LH OK, now I want to make sure that were there any other representations made to you of anything you would get in consideration for the signing of these documents.

GA Not in terms of what I would get: no.

LH OK. Along those same lines - As I said this is a universal settlement - ah, accordingly, ah, it is possible that some of the other parties may not settle for some reason, and I want you to be aware of the fact that if in fact one of those other, one or more of those other parties do not settle, this settlement falls through. You're aware of that?

GA OK.

LH OK, and you're also aware of the fact however that we are putting these in what is in effect an escrow account - these documents and this video tape - an escrow, um, sort of holding place, uh, so that all of these documents in the video tape will be destroyed if the, uh, settlement does not go through. And you're aware of all that? ...OK?

GA Um-hum.

LH OK, uh, with that then why don't we take a picture of the mutual release of all claims and settlement agreement and then I'll ask you to sign it.

...zoom to document...

LH OK, now what I'm going to ask you to do is please is to initial each of the bottom of each of these pages, I'll turn the page for you and then you'll sign it, I think in two different places if you would.

...GA initials the document...

MF Oh you've got a signature there, Lar.

LH Oh, I'm sorry...that's right...right up here.

...GA continues to initial and sign the document...

LH OK and if you'd date and sign there please.

...GA signs the document...

MF You didn't want to eat dinner with any of those people anyway.

LH No, what did I want to go out to dinner for. Is that crazy? OK, let's see, if you give it to Mr. Flynn, he'll sign it ... and you'll take two separate pictures of these Ted.

...zoom into document...

MF Little art work?

GA I think it...I think we have to, seeing as that's how the checks are.

LH OK and I've just taken a picture of this affidavit and asked that you initial at the bottom of the pages and then sign it once you get your pen back.

...GA signs document...

MF (Laughs)

LH OK, and here is the second affidavit...

...zoom into document...

LH OK.

...GA signs document...

MF How do you do that so quickly? That's awesome.

LH Um... OK, do you have any sort of identification on you so we can give it to the notary?

GA Sure.

LH So she can notarize your documents.

GA We haven't met before, have we?

JR No.

LH Why don't I have you sign...

LH Uh, I don't think we need to take a picture of this, this is the stipulated sealing order but you know what, all of these are for Bruce Bunch's signature I think...

MF Oh, are they...

LH Because...

MF Should we get Bruce donw here at some point?

LH Well...

MF Bruce is in trial I think...

GA Yeah, he is.

MF Yeah, whatever, we can get Bruce back down here. He's in the middle of a trial...

LH I think I'd want either Bruce or Julia's signature on this.

MF Julia would probably be easier...

LH Yeah...

MF Cause Bruce is in the middle of a trial.

LH Well we can arrange for that, that shouldn't be a problem...

MF Well she's coming Monday to do hers...right?

LH Exactly, um, ok, I noticed by the way, in this stipulation for return of sealed materials, it also has Mr. Armstrong's signature and your signature on it so...Let's take a picture of that.

...zoom into document...

LH And have you had a chance to read this yet Mr. Armstrong?

GA Yeah.

LH OK...alright... would you date and sign that please.

GA I keep thinking it's '85.

LH It's a good way...certainly...not to confuse your signature...

GA No.

LH ...Because Mr. Armstrong is, um, putting a face on his signature.

GA Makes it valuable.

LH Exactly.

MF It's awesome...as opposed to my ugly scrawl.

LH You probably have the same artistic talent that I have, which is...

MF Mine is zero.

LH Zero to none. OK, and I think that's it. Thank you Ted. Oh OK, or do you have any questions?

GA No, no

MF Those are orders...

LH These are orders which will be signed by the attorneys which will relate to sealing the files so that no one can get into them as well dismissing your actions. Those will be signed when the entire settlement is finished, um, and then given to the court for Judge Breckenridge's signature.

GA OK...

LH OK.

MF We should put how many docs we got...

GA Do you need duplicate sets signed? Or is that...

MF No, no there's only one...

LH No.

...counting documents...

MF 1-2-3-4 here.

LH OK, I've got two here which is six and then there's two affidavits which is eight.

LH OK, and if you got a drivers license or...

GA Right here.

JR He gave it to me...

LH Already got it?

GA Yeah.

JR You need to put your signature there and your address there please.

LH So you had a good time today?

MF Oh yeah, we had an excellent time, it was very pleasant and we had a nice plane ride up - nice plane ride back...

LH Well Michael's good company.

MF Nice visit with ah...yeah, Mike's very good company... nice, pleasant...

LH I've flown with him once or twice myself.

MF Yeah.

LH The trouble with me, he ususually sleeps. I'm not sure why that is.

MF No, we didn't sleep, (laughs).

MF Witnesses, we need witnesses with some of these docs.

LH Uh, no I think there was a one...that's right.

MF ...several are needed...

LH ...well, just, no only...

MF ...just the release.

LH Only the ah, mutual release...did I see a witness signature there? And there were... you know let's get Ted back - As a matter of fact Ted, why don't you roll this again because we're going to have witnesses sign. Thanks for reminding me.

MS Should Ted be a witness?

LH Oh, you two were witnesses so far... OK, we're back on the camera - 9:15 - and I neglected to get witnesses signatures on the uh, mutual release of all claims and settlement agreement so why don't I do that right now.

...Witnesses sign...

MS Just the one?

LH Okee-dokee, yup, and those are affidavits. Will you stamp them? Thanks Ted. Allright, so...we want to put up all this down in the vault...

MF This all goes together.

LH ...and you've marked that stuff for Michael Hertzberg.

MF Yeah. All marked.

END OF TAPE

LEWIS, D'AMATO, BRISBOIS & BISGAARD
DAVID B. PARKER
GRAHAM E. BERRY
JAYESH PATEL
221 North Figueroa Street, Suite 1200
Los Angeles, California 90012
(213) 250-1800

JOSEPH A. YANNY, ESQ.
1925 Century Park East
Suite 1260
Los Angeles, California 90067
(213) 551-2966

Attorneys for Amicus Curiae Joseph A. Yanny, an individual and Joseph A. Yanny, a professional Law Corporation.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENTOLOGY INTERNATIONAL, A California not-for-profit religious corporation,

Plaintiff,

vs.

GERALD ARMSTRONG and DOES 1 through 25 inclusive,

Defendants.

No. BC 052 395

DECLARATION OF GRAHAM E. BERRY TO ALL EVIDENCE IN SUPPORT OF AMENDED AMICUS CURIAE BRIEF IN OPPOSITION TO PLAINTIFFS' ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION AND SUPPORTING EXHIBITS

Date: May 14, 1992
Time: 8:30 a.m.
Dept.: 86

[Filed concurrently with Joseph A. Yanny's Amended Amicus Curiae Brief]

I, Graham E. Berry, declare:

1. I am an attorney duly licensed to practice before the courts in the state of California and I am a member of the law firm of Lewis, D'Amato, Brisbois & Bisgaard, attorneys of record for amicus curiae Joseph A. Yanny, Esq. in this action.

2. I have personal knowledge of the facts contained in this declaration and could and would competently testify to those

facts if called upon to do so. As to those matters which are stated to be upon information and belief, I believe them to be true.

3. This declaration is offered in support of Joseph A. Yanny's amicus curaie brief in opposition to plaintiffs' order to show cause re preliminary injunction.

4. Attached hereto as Exhibit A is a copy of a document entitled mutual release of all claims and settlement agreement dated 12-6-86. ("The Armstrong Settlement Agreement.")

5. Attached hereto as Exhibit B is a copy of a document entitled settlement agreement and bearing various dates in and around December 6, 1986.

6. Attached hereto as Exhibit C is a copy of an order dismissing action with prejudice dated December 11, 1986.

7. Attached hereto as Exhibit D is a copy of a minute order entered December 12, 1986.

8. Attached hereto as Exhibit E is a copy of reporters transcript of proceedings, December 11, 1986.

9. Attached hereto as Exhibit F is a copy of Reporters transcript of hearing dated August 6, 1991 in Religious Technology Center et al v. Joseph A. Yanny, et al. ("The Yanny II Injunction Hearing").

10. Attached hereto as Exhibit G is a copy of a memorandum of intended decision and accompanying minute order dated June 22, 1984. ("The Breckenridge Decision in Armstrong I").

11. Attached hereto as Exhibit H is a copy of the complaint in Vicki Aznaran and Richard Aznaran v. Church of

Scientology et al. ("The Aznaran Complaint").

12. Attached hereto as Exhibit I is a copy of a verified complaint in Religious Technology Center et al. v. Joseph A. Yanny, ("The Yanny II Complaint").

13. Attached hereto as Exhibit J is a copy of the verified first amended answer in Religious Technology Center et al v. Joseph A. Yanny et al. ("The Yanny II Answer")

14. Attached hereto as Exhibit K is a copy of Reporters Transcript of Proceedings, December 23, 1991. ("The Geernaert Decision in Armstrong I")

15. Attached hereto as Exhibit L is a copy of a letter and enclosure dated March 13, 1992 from Graham E. Berry of Lewis, D'Amato, Brisbois & Bisgaard to Laurie J. Bartilson of Bowles & Moxon requesting plaintiffs to release Gerald Armstrong from the provisions of the Armstrong Settlement Agreement with regard to Joseph A. Yanny.

16. Attached hereto as Exhibit "M" is a copy of a letter from Gerald Armstrong to Eric Lieberman a Scientology attorney dated August 21, 1991 complaining of harassment, surveillance and terrorism.

17. Attached hereto as Exhibit N is a copy of reporters transcript of proceedings dated March 3, 1992. ("The Dufficy Decision").

18. Attached hereto as Exhibit O is a copy of a meet and confer statement in Religious Technology Center et al v. Joseph A. Yanny ("Yanny II") which explains the Yanny II litigation and underlying facts.

//

19. Attached hereto as Exhibit P is a copy of a Declaration of Gerald Armstrong Dated March 16, 1992.

20. Attached hereto as Exhibit Q are deposition excer2pts from the Deposition of Gerald Armstrong taken on Tuesday, March 17, 1992.

21. Attached hereto as Exhibit R are deposition excerpts from the Deposition of Gerald Armstrong taken on April 7, 1992.

22. Attached hereto as Exhibit S is a copy of L. Ron Hubbard's Technique 88 "Control and Lying".

23. Attached hereto as Exhibit T is a copy of "Suppressive Person Declare Gerry Armstrong."

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 7th day of May, 1992 at Los Angeles, California.

Graham E. Berry

Graham E. Berry

Exhibit B

4298

Work Copy

SETTLEMENT AGREEMENT

A. PRIOR SETTLEMENTS:

Settlement agreements made prior to November 1, 1986 and prior to the collective settlement stated below:

	Client	Amount	Fee and Expenses
(1)	Bears	$115,000.00	To be determined with local counsel
(2)	Garritys	$175,000.00	To be determined with local counsel
(3)	Petersons	$175,000.00	To be determined with local counsel
(4)	Jefferson	$150,000.00	To be determined with local counsel
(5)	Lockwood	$150,000.00	To be determined with local counsel
(6)	Hartwell	$150,000.00	To be determined with local counsel
		$915,000.00	To be determined with local counsel

B. INDEPENDENT SETTLEMENT:

The Christofferson-Titchborne settlement was made separate from the collective settlement. It was agreed to between attorney Gary McMurray, his client, Julie Christofferson-Titchborne and the Church of Scientology.

EXHIBIT H

Client	Amount	Fee and Expenses
Christofferson-Titchborne	$100,000.00	To be determined by attorney McMurray and client. None of the attorneys representing other clients in the collective settlement represent or have represented Christofferson-Titchborne.

C. COLLECTIVE SETTLEMENT:

The following cases/clients are part of a collective settlement made on December 11, 1986. The undersigned acknowledge that the settlement set forth above in Paragraphs A and B were made as separate settlements, meaning that the cases/clients listed in Paragraphs A and B agreed to the amounts stated therein prior to the collective settlement as in Paragraph A, and independent from the collective settlement as in Paragraph B. The total amount of the collective settlement is $2,800,000.00. The total amount of the collective settlement and the prior independent settlements in Paragraphs A and B is $3,815,000.00. The collective settlement allocation is as follows:

Client	Amount	Fee and Expenses
(1) Nancy Dincalci	$ 7,500.00	None
(2) Kima Douglas	$ 7,500.00	None
[illegible]	[illegible]	[illegible]

EXHIBIT H

(3)	Robert Dardano	$ 15,000.00	None
(4)	Warren Friske	$ 15,000.00	None
(5)	William Franks	$ 40,000.00	None
(6)	Laurel Sullivan	$ 40,000.00	None
(7)	Edward Walters	$100,000.00	To be determined between client and attorneys
(8)	Howard Schomer	$200,000.00	To be determined between attorney Bunch and client
(9)	Martin Samuels	$500,000.00	To be determined between attorney McMurray and client
(10)	Gerald Armstrong v. Church of Scientology	$800,000.00	To be determined between attorney Bunch and client
(11)	Fees and expenses to attorneys Contos & Bunch, Robert Kilbourne, Michael Flynn, and associated counsel for the prosecution and defense of various cases including the "Hubbard documents" case, the "check-frame up" case and the defense of approximately 17 lawsuits against attorney Flynn and his clients.	$500,000.00	To be determined between attorneys Contos & Bunch, Michael Flynn, Robert Kilbourne, and associated counsel
(12)	Flynn v. Ingram (No. ____________)	$575,000.00	To be determined between attorney Flynn and his counsel
	Flynn v. Hubbard (No. ____________)	-0-	
		$2,800,000.00	

EXHIBIT

We, the undersigned, agree and acknowledge that (1) we have read the foregoing Settlement Agreement; (2) that we agree with the total settlement amount and the allocations to the respective cases/clients as set forth therein; (3) that we have either consulted, been advised to consult or have had the opportunity to consult with attorneys other than Michael J. Flynn who, we acknowledge is also a claimant against the Church of Scientology and L. Ron Hubbard; (4) that we agree to maintain the confidentiality of this Settlement Agreement; (5) that we acknowledge that many of the cases/clients involved in this settlement have been in litigation against the Church of Scientology for more than six to seven years, that many have been subjected to intense, and prolonged harassment by the Church of Scientology throughout the litigation, and that the value of the respective claims stated therein is measured in part by the (a) length and degree of harassment; (b) length and degree of involvement in the litigation; (c) the individual nature of each respective claim in connection with either their involvement with the Church of Scientology as a member and/or as a litigant; (d) the unique value of each case/client based on a variety of things including, but not limited to, the current procedural posture of a case, specific facts unique to each case, and financial, emotional or consequential damage in each case; that we agree and

EXHIBIT H

acknowledge that Michael J. Flynn has primarily been responsible for bearing the cost of the litigation over a period of approximately seven years, that he or his firm's members have been required to defend approximately 17 lawsuits and/or civil/criminal contempt actions instituted by the Church of Scientology against him, his associates and clients, that he and his family have been subjected to intense and prolonged harassment, and that his claims against the Church of Scientology and L. Ron Hubbard, and his participation as an attorney have a unique value which is accurately and properly reflected in the allocations set forth herein.

NANCY DINCALCI DATE: Dec 5 1986

KIMA DOUGLAS DATE: Dec 5 - 1986

ROBERT DARDANO DATE: Dec - 30 - 1986

WARREN FRISKE DATE: ______

LAUREL SULLIVAN DATE: [illegible]

[illegible] D... [illegible]

Julie Christofferson Titchbourne Dec. 6, 1986

EXHIBIT H

CAROL GA TY

DATE:

Paul Garrity

WILLIAM FRANKS

DATE: [illegible]

Edward Walters

EDWARD WALTERS

DATE: December 7th 1986

Howard Schomer

HOWARD SCHOMER

DATE: 12-5-86

M. Martin Samuels

MARTIN SAMUELS

DATE: Dec 4, 1986

GERALD ARMSTRONG

DATE: 12-6-86

MICHAEL J. FLYNN

DATE:

CONTOS & BUNCH
A PROFESSIONAL CORPORATION

By:
~~BRUCE M. BUNCH~~ JULIA DRAGOJEVIC

DATE: 12-10-86

Gary McMurray

GARY MC MURRAY

DATE: December 6, 1986

ROBERT KILBOURNE

DATE:

Jane Peterson
3:3:17

DATE:

Richard Peterson

DATE:

[illegible]

DATE: [illegible]

EXHIBIT H-

Marin Independent Journal, Wednesday, November 11, 1992

IJ photo/Frankie Frost

CASH CRITIC: Gerald Armstrong of San Anselmo reflects on how the world would be a better place without money

Is money the root of problems?

Critic of cash, credit urges monetary abolition

By Richard Polito

Independent Journal reporter

Gerald Armstrong has an idea for dealing with the national debt — write it off. Forget it. It doesn't exist.

It's that easy.

The novel prescription for fixing the fiscal fiasco is only part of Armstrong's larger message that money should be abolished. No more pay checks, no more loan payments, no more taxes, and forget that $20 you owed your brother-in-law.

Bank presidents would clean up litter. Donald Trump could get a real job. The Financial District would be a ghost town with marble lobbies — and lots of parking.

And it all starts today.

In a rare moment of realism, Armstrong admits today's deadline "is probably not going to be achieved."

Renouncing cash, credit

Armstrong, self-proclaimed founder of the Organization of United Renunciants, set the date for people who have taken his "pledge of renunciation" to stop using money. Fellow renunciants will renounce all cash and credit, stop taking money, stop paying with money, forgive all their debts and stop keeping financial records.

The critic of credit has already put his money where his doubts are. He gave it all away. And it was more than pocket change.

Armstrong won an $800,000 settlement in a harassment suit against the Church of Scientology six years ago. Once a member of the inner circle, he is now a vocal critic.

Armstrong doesn't expect everyone to buy in from the start, just "somewhere between 1 and 11 percent."

He's a tad short. Armstrong can count only a handful of friends as converts, but he is trying to get the word out. Detailed proposals have gone out to Bill Clinton, Ross Perot and Pete Wilson (no one has tapped him for an economic advisory post just yet.) He has also written to the New York Times and other mega-media.

Ted Koppel has not called.

Money considered valueless

Armstrong is not discouraged.

The monetary messiah insists there is much about daily life that will not change. People will still go to work, shop at the market and pick out a new car every few years. They just wouldn't exchange any money along the way.

Money, in Armstrong's eyes, has no value and the existence of money has created entire industries that do nothing more than transfer mythical essences of value from one account to another.

In Armstrong's cashless Utopia, there would be total employment because people could do jobs they wanted to do and companies could employ more workers because they would not have to pay them. Farmers would still farm. Autoworkers would still make cars. Sewer workers would still shovel sludge.

And Disneyland would no longer charge admission.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

--oOo--

CERTIFIED COPY

CHURCH OF SCIENTOLOGY INTERNATIONAL,
a California not-for-profit religious
corporation,

Plaintiff,

vs.

No. BC 052395

GERALD ARMSTRONG; DOES 1 through 25,
inclusve,

Defendants.

DEPOSITION OF

GERALD ARMSTRONG

Wednesday, July 22, 1992

Volume II, Pages 179 - 293

REPORTED BY: KATHERINE NG, CSR NO. 6350

Q. Just so I understand, because I'm not as familiar as you are, can you tell me what the Azneran case is?

A. It's the case of Richard and Vicky Azneran versus a number of Scientology entities filed in U.S. District Court in L.A.

Q. What is your understanding of what Richard and Vicky Azneran are alleging in that case?

MR. GREENE: At this point, since Gerry has worked as a paralegal on this case in my office, I would request, Andy, that if you would phrase the question in terms of at the time that he signed this declaration, which was prior to the point when he worked for me; otherwise, it could constitute some kind of waiver. That way you could probably get what you want.

(Telephonic interruption.)

THE WITNESS: Okay. So my understanding certainly at that point was that the Aznerans who had been involved quite high level in the organization had sued the organization for the wasted years and the abuse of the organization. So it was those sorts of claims.

MR. WILSON: Q. Did you get that understanding from talking to the Aznerans?

A. I believe I got that understanding by that time from a number of sources.

Eric M. Lieberman, Esq.
Rabinowitz, Boudin, Standard,
Krinsky & Lieberman, P.C.
740 Broadway, Fifth Floor
New York, NY 10003-9518

August 21, 1991

Dear Mr. Lieberman:

Organization operatives filmed me yesterday at least in the following situations:

1. Talking to an employee of attorney Ford Greene, in the doorway to Mr. Greene's office, at 711 Sir Francis Drake in San Anselmo, California.

2. Walking outside Mr. Greene's office.

3. Pulling on a T-shirt outside Mr. Greene's office.

4. Running outside Mr. Green's office.

Whilst I was on foot I was also pursued by one of the operatives driving a white Cadillac.

The driver of the Cadillac was later confronted by Mr. Greene who also recorded the licence number of Cadillac and the other vehicle being used by the operatives.

I doubt that you find it hard to believe that I consider the organization's operation has as its major target in the eval known but to two or maybe three or even four the assassination of Gerry Armstrong.

I am not unmindful of your use of the earlier videotape event in your Petition For Rehearing filed in the Armstrong appeal (n. 1, p. 6, second edition; n. 2, p.5, first edition).

There was no reason to videotape me as proof that I was associating with Ford Greene. I had spoken the day before to two of your fellow org lawyers, Laurie Bartilson and Bill Drescher, and two men from SO legal liaison staff, Howard Guttfeld and August Murphy, and from none of whom had I withheld the fact that I was helping Mr. Greene. None of them were not aware that I was speaking to them from Mr. Greene's office because all of them except for Mr. Murphy called Mr. Greene's office and I had spoken to them when I answered Mr. Greene's telephone to take messages for him while he was out of his office. Mr. Murphy spent some time in Mr. Greene's office and we spoke for a few minutes. I am quite certain he left with the impression that I was helping Mr. Greene, and specifically in the Aznaran case since, in addition to my saying so, he did observe me carrying into Mr. Greene's office two boxes containing the mega-copies of the two Oppositions to Summary Judgment Motions (Statute of Limitations and First Amendment) and related documents, and did hear me lament that his organization had cost Mr. Greene that very day over seven hundred dollars in copying costs.

I did note the sophrosynial shift in the two writers of the second edition of the Petition For Rehearing. I imagine the organization's idea of having Marty talk to me is not in the works.

I'm sure you understand why I do help those who need it, and why people who litigate with the organization need it. And I'm sure you know how utterly unbiased I am in that all I oppose are antisocial policies and activities. In that Scientology denies that any of its policies or activities are antisocial I am not opposed in any way to what Scientology says it is and says it does. I am only opposed to antisocial policies and practices.

It is really a matter of logistics. Your organization scares people. It scares me. There are therefore few people willing to do what needs to be done regarding the organization. I am simply willing to do what I can no matter how scary it is. If there were not so many people afraid of your organization I wouldn't need to do what I can to help.

As you know, the organization has at times terrorized me, it has a policy of revenge, its present owners have a personal hatred for me, and it has acted with its fair game doctrine directing its attitude and acts toward me since and in violation of the settlement. Obviously, then, it is in every way reasonable for me to associate with and help those who have the courage to oppose the organizational beast.

Then there's the religious argument. And its legal corollary: if antisocial acts are religious, then so must be any opposition to antisocial acts.

Then there's the matter of theology.

All of which brings me to the matter at hand. You know about compartmentalization, PIs, cutouts, lies and paranoia. There probably are things which can be done to bring the organization's self-destructive insitutionalized hatred to a peaceful conclusion. Although you exhibit in your most recent descriptions of me and in your willingness to go beyond mere factual twists, a new and greater animus, I still have an idea that you can do something.

I trust you'll reply.

Very truly yours,

Gerry Armstrong
(415)456-8450

HUB LAW OFFICES
Ford Greene, Esquire
California Bar No. 107601
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

Attorney for Plaintiffs
VICKI J. AZNARAN and
RICHARD N. AZNARAN

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN and RICHARD N. AZNARAN, Plaintiffs, vs. CHURCH OF SCIENTOLOGY OF CALIFORNIA, et al., Defendants.	No. CV-88-1786-JMI(Ex) **DECLARATION OF FORD GREENE REGARDING ALLEGED "TAINT" OF JOSEPH A. YANNY, ESQUIRE** Date: September 9, 1991 Time: Discretionary Ct: Hon. James M. Ideman
AND RELATED COUNTER CLAIM	

FORD GREENE declares:

1. I am an attorney licensed to practice law in the Courts of the State of California, am admitted to the Bar of this Court, and am the attorney of record for Vicki J. Aznaran and Richard N. Aznaran, plaintiffs herein.

2. Defendants, and their counsel, have recently submitted an increasingly shrill litany of degrading aspersions regarding the nature of my alleged affiliation with defendants' former lawyer, Joseph A. Yanny. The purpose of this declaration is respond

HUB LAW OFFICES
FORD GREENE ESQUIRE
711 SIR FRANCIS BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360

thereto in a general manner because a point by point refutation is not worth the time, effort and trouble required to articulate.

3. The suggestion, much less the claim, that I am somehow the puppet of Yanny is ludicrous. In short, my response to the allegations of defendants regarding the Yanny taint and the extent to which it has been alleged to be spread on me is as follows: My writing in this case has thus far been stylistically and substantially consistent. As the court will note from my opposition to Scientology's initial summary judgment motion (with the exception of the injudicious use of the term "Cult") in this case to my most recent oppositions, I have a particular style of legal expression that is my own. The content and approach thereof is relatively consistent. The hand that so writes is mine, not Mr. Yanny's.

4. I was responsible for articulating the theory which the California Supreme Court in Molko v. Holy Spirit Association (1988) 46 Cal.3d 1096 found persuasive. That theory primarily deals with the interrelationship between deceit and coercion as those ingredients impact upon an individual's ability to reason and capacity to exercise an informed consent to organizational affiliation. I am convinced that "brainwashing" is the intentional and deliberate application of specific and identifiable techniques designed to undermine an individual's ability to reason and severely impair his capacity to exercise an informed consent so as to replace those volitional ingredients with an indiscriminate and unconditional obedience to the commands of the leadership. I understand the manner in which brainwashing attacks an individual's sense of identity and achieves dominance of such individual. I am

convinced that a coercive, closed group or "cult" is a group of people, often masquerading in the guise of a religion, the members of which are unconditionally and indiscriminately obedient to the commands of a single leader who claims to have a direct relationship with God, or some greater-than-human source of authority.

5. In varying ways, and from different points of reference, my participation in the case at bar has involved the application, within the confines of the law, of the specialized knowledge I possess having to do the deceit and undue influence practiced by the Scientology organization. I believe my analysis in this regard, as it has been expressed in writing in this case, is ascertainable and has been consistent during the pendency of the case at bar. Joseph Yanny never has had anything to do with the way I think and the manner in which I apply and/or express the knowledge I possess.

6. I have met with John Koresko on a Saturday and Sunday in early August. In assisting Mr. Yanny accomplish the transition of the case back to my office, he delivered to me papers that had been filed in this matter during the period that Yanny was attorney of record (including papers, filed by defendants, which falsely stated that I had been in a rehabilitation facility for substance abuse). Mr. Koresko offered his assistance in helping me get up to speed. I provided Mr. Koresko with copies of Scientology's table of authorities extracted from each of its six pending motions and sent him to the Marin County Law Library with instructions to make photocopies of each of the cases that was not a California case (I have a full-service California law library). I received no

litigation instructions of any sort from Koresko, Yanny originated or otherwise.

7. I am grateful for the on-going assistance that I have received from Gerry Armstrong. While I have worked - at times around the clock - he has assembled the products of my labors and ensured that they were prepared for filing and service. I have received no Yanny originated suggestions regarding how to litigate against Scientology from Armstrong and the suggestion that he is Yanny's shill and that I am the dupe of both is laughable.

8. I am informed and believe and allege thereon that defendants have in the past, and will continue in the future, to exploit their fallen relationship with their former attorney as a manner of attempting to obfuscate the real issues in the case at bar. It is more expedient for Scientology to cry wolf and attempt to engender sympathy than to meet the issues head on and fight clean.

9. During my participation in the instant litigation, my office, my home, the home of girlfriend and her person have been the subjects of repeated and on-going surveillance. In spring 1989, Scientology operatives rented an apartment unit across the street from my office in order to maintain around-the-clock surveillance of me, my clients and friends. During the last month the street in front of my office and the parking lots across the street have been crawling with Scientology investigators with their cameras, video-cameras, binoculars, cellular telephones and yellow legal pads. My neighbors have expressed fear to me regarding the meaning of such activities. Scientology, through its chief "investigator" Eugene Ingram, has managed to generate

HUB LAW OFFICES
FORD GREENE, ESQUIRE
711 SIR FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360

investigations of me by the F.B.I., Los Angeles County District Attorney's Office and State Bar for allegedly committing perjury in what I am informed and believe has been an effort to obtain my "disqualification" from representing the Aznarans, or subject me to retribution for being so bold as to stand in opposition to the Scientology organization. I am informed and believe that the reason that Eric Lieberman telephoned me in February or March 1991 in order to seek a stipulated continuance of the April 9 trial date in the case at bar was so that Ingram would have enough time to generate a criminal prosecution against me. I am informed and believe that no such prosecutions will be forthcoming. I am informed and believe that in the spring of 1989 Scientology operatives searched through my office garbage, in order to find the names of cases, clients, and opposing counsel whom then were contacted in an attempt to stir up trouble for me; I have been contacted by such people who have reported such activities to me.

10. I am losing patience with the tactics of my adversaries. I assure the court that the moral conviction required to endure such extra-judicial harassment, and work around the clock responding to the pounds of motions filed by Scientology, would never exist were I another man's puppet.

11. I am my own man and do not consult with Joseph Yanny concerning litigation strategies in this case.

Under penalty of perjury pursuant to the laws of the United States I hereby declare that the foregoing is true and correct according to my first-hand knowledge, except those matters stated to be on information and belief, and as to those matters, I believe them to be true.

Executed on September 4, 1991, at San Anselmo, California

FORD GREENE

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents: DECLARATION OF FORD GREENE REGARDING ALLEGED "TAINT" OF JOSEPH A. YANNY, ESQUIRE

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California: SEE ATTACHED SERVICE LIST

[X] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[ ] (Personal Service) I caused such envelope to be delivered by hand to the offices of the addressee.

[ ] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

[X] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

DATED: September 4, 1991

AZNARAN vs. SCIENTOLOGY

Service List

JOHN C. ELSTEAD
Clifton, Polson & Elstead
6140 Stoneridge Road
Suite 500
Pleasanton, California 94588

EARLE C. COOLEY
Cooley, Manion, Moore & Jones, P.C.
21 Custom House Street
Boston, Massachusetts 02110

ERIC LIEBERMAN
Rabinowitz, Boudin, Standard,
Krinsky & Lieberman, P.C.
740 Broadway at Astor Place
New York, New York 10003-9518

WILLIAM T. DRESCHER
23679 Calabasas Road, Suite 338
Calabasas, California 91302

MICHAEL L. HERTZBERG
740 Broadway at Astor Place
New York, New York 10003-9518

LAURIE J. BARTILSON
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Hollywood, California 90028

JAMES H. BERRY, JR.
2049 Century Park East
Suite 2750
Los Angeles, California 90067

JOHN J. QUINN
Quinn, Kully & Morrow
520 South Grand Avenue
8th Floor
Los Angeles, California 90071

HUB LAW OFFICES
FORD GREENE, ESQUIRE
711 SIR FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

--oOo--

CERTIFIED COPY

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; DOES 1-25, inclusive,

Defendants.

No. BC 052395

DEPOSITION OF

GERALD ARMSTRONG

Volume III

October 7, 1992

REPORTED BY: LARRY BOSTOW, CSR# 5941

Q. And all of the documents were returned, then, at some later time even if they weren't returned right then?

A. Right.

And just so we also understand about the use of the word "returned," because they were not returned to CSI because they never came from CSI.

Nevertheless, as long as we understand that, as far as acceptability by your organization, CSI was the designated recipient, and it was our understanding that when we were delivering documents to whomever, that that was honoring this clause of this affidavit.

Q. I understand.

Let's get the originals back to the court reporter.

Then let's mark 11.

(Whereupon Plaintiff's Exhibit 11 was marked.)

MS. BARTILSON: Q. So the court reporter has handed you an 11-page document with an Aznaran case caption, titled "Declaration of Gerald Armstrong in Opposition of Motion to Exclude Expert Testimony," and marked as Exhibit 11, and I would like you to take a look at it, please.

A. Did you ever read "Fear"?

Q. No.

Mr. Armstrong, have you had an opportunity to review the two-page declaration that is the beginning of Exhibit 11?

A. Yes.

Q. Is that a declaration that you drafted, sir?

A. Yes.

Q. Did you also --

A. Hold on a minute.

MR. GREENE: Hold it.

Any responses having to do with any communications that occurred in my office, between you and me or otherwise, I'm instructing you not to answer. You can authenticate this document, but as to its preparation, do not answer the question.

MS. BARTILSON: I can't ask him if he drafted this declaration?

MR. GREENE: You can ask him. I'm going to instruct him not to answer.

MS. BARTILSON: Let me make my record real quick here, then.

MR. GREENE: I'll just do it for you.

I will allow the witness to authenticate this document, which he's already done.

MS. BARTILSON: Actually, he hasn't.

MR. GREENE: If he hasn't, fine, have him authenticate it. Any questions about the document's preparation, I'm going to instruct him not to answer.

MS. BARTILSON: Okay.

Q. Mr. Armstrong, is that your signature on page 2 of the document?

A. Yes.

Q. And did you sign it on the 26th of August 1991, in San Anselmo, under penalty of perjury?

A. Yes.

Q. Looking at Exhibit 1 attached to the declaration, do you recall how it came into your possession?

MR. GREENE: Again, Mr. Armstrong, if, in your response to the question, you would disclose any communications or transactions which transpired between you and me or within the activities in my office, I would instruct you not to answer the question. If, on the other hand, your response would not include a disclosure of such information, you may.

THE WITNESS: Then I would not answer.

MS. BARTILSON: Q. Same question as to Exhibit 2.

MR. GREENE: And same admonition and instructions.

THE WITNESS: This one, I believe, I can answer differently.

MS. BARTILSON: Q. And what's your answer?

A. This document was in a Scientology book, and it -- I had a copy made, and it was originally filed in the Armstrong I case as an exhibit to a document. Then it was filed in the Court of Appeal as an exhibit, and it is my belief that the number "382" indicates that it comes from the document which was filed in the Court of Appeal.

MR. GREENE: Just so the record is clear: We're making a reference to a document entitled "Technical Bulletin of 22 July 1956" from the Hubbard Communications Office.

MS. BARTILSON: Yes. Which was marked as Exhibit 2. That's how we identified it.

Q. Mr. Armstrong, you say this was attached as an exhibit to something that was filed with the Court of Appeal.

Do you recall who filed it with the Court of Appeal?

A. I did.

Q. And when you filed it with the Court of Appeal, it was something that you yourself had copied from a book, is that correct? Or that you had copied from an exhibit that was part of the Armstrong I trial record?

A. That's correct, the latter.

Q. Okay. I just want to make sure I have the transition correct.

A. It had been an exhibit in one of the depositions taken in the Corydon case, and it was provided to me at that time.

Q. And this was your deposition in the Corydon case?

A. Correct.

Q. And who gave it to you at that time?

A. I do not recall if it came into my possession at exactly that time or if it later came into my possession as an exhibit to the deposition transcript. But in any case, it ended up with that set of materials.

Q. So you obtained a copy of the deposition transcript from the Corydon case?

A. Correct.

Q. And this was an exhibit?

A. Correct.

Q. I see.

Prior to that, had you had possession of this document?

A. No. Although -- Let me correct that.

In that it is a public document and is published by your organization, it was available in its raw, original form, but the photocopy of that document, I only obtained at that time.

Q. But did you have the other form of the document within the book, or whatever, prior to that?

A. No. I didn't have a book.

Q. Mr. Armstrong, do you know if Exhibit 11 was filed in the Aznaran case?

A. It is my belief that it was.

Q. Did you participate in any activity to ensure that it would be filed in that case?

MR. GREENE: Again, any conduct of yours, Mr. Armstrong, which occurred during the course, scope, of your employment by me, I am instructing you not to disclose. If you can answer the question without disclosing any of the procedures which took place in my office, then that's fine.

THE WITNESS: Then I think you should reask the question.

MS. BARTILSON: Q. Did you take any steps to ensure that this declaration would be filed in the Aznaran case?

MR. GREENE: Same admonition.

MS. BARTILSON: Q. It's a "Yes"-or-"No"

HUB LAW OFFICES
Ford Greene, Esquire
California Bar No. 107601
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

Attorney for Plaintiffs
VICKI J. AZNARAN and
RICHARD N. AZNARAN

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN and RICHARD N. AZNARAN,

Plaintiffs,

vs.

CHURCH OF SCIENTOLOGY OF CALIFORNIA, et al.,

Defendants.

AND RELATED COUNTER CLAIM

No. CV-88-1786-JMI(Ex)

DECLARATION OF GERALD ARMSTRONG IN OPPOSITION TO MOTION TO EXCLUDE EXPERT TESTIMONY

[redacted]

I, GERALD ARMSTRONG, declare:

1. I was a Scientologist from 1969 to 1981 and held many organizational positions during that period. I was also the defendant in an action entitled Church of Scientology vs. Armstrong, in Los Angeles Superior Court. Judge Breckenridge's opinion in that case was affirmed by the California Court of Appeal on July 29, 1991.

2. Throughout 1980 and 1981 I was L. Ron Hubbard's biographical researcher and archivist. During that period I read

and studied his letter dated September 7, 1955 to the Federal Bureau of Investigation and I provided a copy of it to writer, Omar V. Garrison for his use in a biography of Hubbard. A true and correct copy thereof is attached hereto as Exhibit 1.

3. While I was a Scientologist I read and studied L. Ron Hubbard's Technical Bulletin of July 22, 1956. It was published in the 1970's in bound volumes of Hubbard's "technical" writings and has continued to be published in later volumes up to the present time. A true and correct copy is attached hereto as Exhibit 2.

Under penalty of perjury, pursuant to the laws of the United States I hereby declare that the foregoing is true and correct. Executed this 26th day of August, 1991, at San Anselmo, California.

GERALD ARMSTRONG

EXHIBIT 1

4328

(51)

RON HUBBARD. D. PH.

Box 242
Silver Spring, Md.
Sept. 7, 1955

TO THE FEDERAL BUREAU OF INVESTIGATION
Communist Activities

L. Ron Hubbard

Gentlemen:

A series of sudden insanities and disturbances in Dianetic and Scientology groups reached seven last week on the West Coast.

In Atomic Energy's Richland, Washington a young boy who had never been treated with Dianetics or Scientology but whose father Verne McAdams is the local Scientology group leader in Richland suddenly and mysteriously became insane, so suddenly and so thoroughly that the head of the institution for insane in Richland, evidently of good security, suspects the use of LSD, the insanity producing drug so favored by the APA. Two of our ministers in that area at my request went further into the situation and by means we will not detail recovered from the boy information of which his family had been entirely ignorant. On instructions to find the "other psychiatrist" our ministers by this means located an unsuspected one in Atomic Energy's front yard, a man who had been the construction company doctor during the building of Richland and who had then turned psychiatrist and whose name strangely enough is Menkowski (sp?). The boy had evidently had some association with this man before this sudden onset.

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With this information not yet cool long distance from San Francisco Bay Area notified us of the sudden and inexplicable descent into insanity of one Wanda Collins. She is ravingly insane and yet was completely sane a day ago. Her people and our people cannot account for a missing nine hour period just before this onset. You should be interested in this because Wanda Collins resigned from the Communist Party some time ago, foreswore it and tried to make amends with Scientology and would be a logical candidate for an LSD attack.

SEE REVERSE SIDE FOR ADD. DISSEMINATION.

RECORDED-107

Concurrently with this in Phoenix Arizona

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our Mr. Edd Clark was suddenly arrested"for practising medicine without a license", and this is very odd because he is the first Dianeticist or Scientologist in five years of world wide operation to be so accused. He could not have been practising medicine because Dianetics and Scientology seek only to assist able people to improve their talents and has no interest in sickness or insanity. He was arrested and without any search warrant all his papers and letters were seized even down to blank typewriter paper and were carried away, a fact which places this matter quite solidly in the field of the F.B.I.. Mr. Clark is a half-blind deaf old man. He was once a chiropractor but has long since ceased to be one. He was told by the County Attorney that the County Attorney meant to "get to the bottom of this thing about Hubbard and Scientology."

The "bottom of the thing" can be found in "Who Knows and What" and "Who's Who in the East" in the local library or from bookstores which carry my books. My own life is about as hard to investigate as a white rock on a summer's day.

It is not uncommon in the past five years to have judges and attorneys mad-dogged at about what a terrible person I am and how foul is Scientology. Persons never named or available step in, spread violent tales and accusations and vanish. This mad-dogging has evidently been done at this County Attorney to prompt such a foolish action. This makes the third civil official in that area to go off half-cocked about Scientology. When it is all done and Scientology has been neatly ruined by the newspapers in the area and when all the charges have been quashed there is no one from whom any recompense can be drawn. "It was all a mistake"...

In 1950 the Dianetics Foundations were violently attacked and discredited. The 200 Foundation employees, when screened, yielded 35 Communist-connected persons. That done the commotion stopped. After three quiet years in the Phoenix area we forwarded to the Defense Department data on brain-washing. Instantly

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we became the subject of violence. Four people were seized by psychiatrists in that area to date and to this day so far as I know are still being held, their sanity shattered.

After we so informed the Defense Department about brain-washing technologies in our hands and offered them, we have been in a state of siege. Understand that we accuse the D.D. of nothing.

Psychiatrists as far north as Seattle have said they were "out to get every Scientologist." An Internal Revenue official has used those very words before witnesses and said he was going to get to the bottom of this thing in Phoenix. People in suspicious condition were sent from one place in Southern California to be "treated by Scientology" for insanity and yet we have no interest in treating anyone, especially the insane. Now two more people go suddenly and inexplicably insane in widely different places both the same way. All manner of defamatory rumors have been scattered around about me, questioning even my sanity which is fortunately a matter of good record with the Navy as by statement "having no psychotic or neurotic symptoms whatsoever."

I have a wife and three little kids. I have a good many thousand people scattered around the world trying to help their fellow man and I am responsible for these people. I am trying to turn out some monographs on matters in my field of nuclear physics and psychology for submission to the government on the subject of alleviating some of the distress of radiation burns, a project I came east to complete. This lawless and brutal attack on Scientology now spreading evidently to three states will probably not end until a great deal of injustice and human suffering has occurred.

Would you please discover for me or for yourselves the exact names and whereabouts of the persons whose statements inflamed the County Attorney in Phoenix in arresting a half-blind old man and seizing all his books and papers. If we have those names and if we trace them back we will have someplace to start on this madness

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which now reaches into three states. Can you do this for us?

I am getting additional copies of the material which was offered to the Defense Department since that agency has not acknowledged or returned anything shipped to it about brain-washing and when I have these copies I will send one to you for this is the only starting place I know about for this outbreak and the matter, while far from conclusive at least tells me that something went astray which was dangerous in the wrong hands.

Could you please have your Phoenix office obtain the names of the people who defamed us to the County Attorney? Your Bay Area and Richland offices have already been apprised of the incidents in those areas.

L. Ron Hubbard

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EXHIBIT 2

HUBBARD COMMUNICATIONS OFFICE
217a Kensington High Street, London W.8

RUSH

July 22nd, 1956

To U.S. ONLY Julia Lewis, Dick Steves, L. Ron Hubbard, Jnr.

To England ONLY Association Secretary (Jack Parkhouse)
Director of Processing (Ann Walker)
Director of Training (Dennis Stephens)

Staff Auditors, Instructors and Auditors close to Operation only.

TECHNICAL BULLETIN OF 22 JULY 1956

I feel the urge to communicate to you the best news since 1950.

I have whipped the problems of the whole track and memory of the past and can resolve the worst cases we have ever had. That is a huge statement *but* I have solved and can untangle in an intensive the problems of the vacuum and havingness plus memory and health and have just done so. Hence the exuberance.

Also, other auditors can solve these in a case as well. NIBS has just cracked two six-year-standing Black Fives using some of this material and Herbie Parkhouse has had considerable luck with solids.

We are now capable of solving Book One style cases to the extreme level of clear.

No wild burst of enthusiasm is here intended. I have to put the finishing touches on a lot of things and the process is still slow—25 to 75 hours. But I've now done it and seen it done to worse cases than any you've had. And that's fact!

Okay. It's not simple. It requires a minute understanding of Book One. It would take me 50 pages to explain all I've lately found about vacuums. You haven't seen the last of me or of study, but you will have seen the last of unsuccessful cases providing only that we have time and environment in which to audit them.

We can make homo novis. (AND give a grin to those who kept standing around bleating, "Where are the clears?")

We know more about life now than life does—for a fact, since *it* was reaching, *we* can communicate about the reactions.

The process is concerned with "making it solid" combined with effects. It isn't easy. It is wonderfully complex and delicate. But it *has* been done. And it is being done.

Our cases gained but sometimes slumped. Why? Because an electronic vacuum restimulated on the track after sessions, and robbed the case's havingness.

A vacuum isn't a hole. It's a collapsed bank. Every lifetime bank is collapsed into a vacuum.

The formula is—

1. Run pc on start-change and stop for *hours* until he is under auditor's control, in session and (often) exteriorized.
2. Then run him with commands "What are you looking at?" "Good." "Make it solid."

   He will eventually hit a vacuum. (He'd hit it faster on "Recall a can't have" but it's too fast.) Here's the tangle. The vacuum is a super-cold mass or an electric shock. This "drank up" bank electronically (brainwashed him). The energy drunk turned black. Hence black cases. (Does not apply only to black cases however.)
3. Run, interspersed with solids and "objective can't have" on the room, "Tell me an effect object (that drank bank) could *not* have on you," and "Tell me an effect you could have on object." Object may be electrodes or supercold plate or even a supercold glass.

Caution, handle one vacuum at a time. These vacuums go back for 76 Trillion years. They were the original brainwash thetans did to one another, then psychiatrists (on the whole track) did expertly (modern psychiatrists are *punks*, modern shock too feeble to do more than restimulate old vacuums).

Take the vacuum that comes up running solids, or even "Recall a can't have", whatever it is and solve it as above.

This is delicate auditing. If you restimulate a vacuum too hard, the whole track groups on it.

Read Book One. Add vacuums instead of word groupers, use above and you'll probably get through to success. Nibs did and I had given him less than you have here. Of course, he's one of the best auditors in the business, so go easy. And Herbie Parkhouse is no slouch.

CAUTIONARY

This is true—

1. We have created the *permanent* stable clear.
2. In creating him we have a homo novis in the full sense, not just an Operating Thetan.
3. We now know more than life. An oddity indeed!
4. We now know more about psychiatry than psychiatrists. We can brainwash faster than the Russians (20 secs to total amnesia against three years to slightly confused loyalty).
5. We can undo whatever psychiatrists do, even the tougher grade from away back. We can therefore undo a brainwash in 25 to 75 hours.
6. We can create something better than that outlined and promised in Book One.

BUT

1. We need to know more and be more accurate than ever before about the time track and auditing. I have not given a thousandth of what I know about this.
2. We have a new game but also new responsibilities amongst men.
3. This data in the wrong hands before we are fully prepared could raise the Devil literally.
4. Because we know more than the Insanity Gang, we're not fighting them.
5. Because we can undo what we do, we must retain a fine moral sense, tougher by far than any of the past.
6. We can create better than in Book One now *only* if we know Book One and know our full subject.

AND WE DO NOT YET KNOW ALL THE SAFETY PRECAUTION TO BE USED.

I will be giving this data in full at the Games Congress, Shoreham Hotel, WASHINGTON, D.C., August 31st, to September 3rd, 1956.

The exact regimen of this will be SLP 8 and will include the total picture of separating valences from bodies (which must still be done by the auditor, a formula I now have).

I have given you this data in this bulletin at this time because now I know I know and I want you to share in seeing the surge of vision which will be our future.

L. RON HUBBARD

P.S. (Actually, contrary to rumor, it *hasn't* all been done before. If it had been, the guy who is saying it has would be clear!)

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EXHIBIT 4 PAGE 9

HUB LAW OFFICES
Ford Greene, Esquire
California Bar No. 107601
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

Attorney for Plaintiffs
VICKI J. AZNARAN and
RICHARD N. AZNARAN

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN and RICHARD N. AZNARAN,

Plaintiffs,

vs.

CHURCH OF SCIENTOLOGY OF CALIFORNIA, et al.,

Defendants.

AND RELATED COUNTER CLAIM

No. CV-88-1786-JMI(Ex)

DECLARATION OF GERALD ARMSTRONG REGARDING ALLEGED "TAINT" OF JOSEPH A. YANNY, ESQUIRE

Date: September 9, 1991
Time: Discretionary
Ct: Hon. James M. Ideman

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[redacted]

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare and state that:

1. I was a Scientologist and held many positions in many sectors of Scientology, hereinafter referred to as "the organization," from 1969 to 1981. I have been involved in organization litigation as a witness, defendant, plaintiff and paralegal from 1982 until the present. I have testified in three trials and in depositions in ten organization cases approximately forty-seven days. I have authored over twenty-five declarations concerning L. Ron Hubbard, Scientology practices and the litigation. I am by trade a philosopher, writer and artist. In 1986 I founded a church which now has many members internationally.

2. I am the defendant and cross-complainant in the case of Church of Scientology of California v. Armstrong Los Angeles Superior Court No. C420153. A decision in that case was rendered after a lengthy bench trial by Judge Paul G. Breckenridge, Jr. on June 20, 1984. The California Court of Appeal opinion, No. B025920, issued July 29, 1991, affirming the Superior Court's decision, has recently been filed in this case as an exhibit to the Aznarans' oppositions.

3. In December 1986 I entered into a settlement agreement with the organization, a copy of which is filed herewith as Exhibit 1. The organization did not honor the agreement, however, but has continued a program of threats and attacks to this day. I have detailed what I knew of these threats and attacks up to March 15, 1990 in my declaration of that date. The circumstances at the time of the settlement and a rebuttal of various organization attacks are contained in a declaration I executed on December 25, 1990. I can supply these declarations to the Court if it so wishes.

4. I make this declaration to respond to various allegations about me made by the organization in its papers recently filed in this case.

5. Organization attorney Laurie Bartilson states that my aid to attorney Ford Greene in preparing the Aznarans' recently filed oppositions to organization motions "violated this Court's orders and the Local Rules." (Defendants' Opposition To Ex Parte Application To File Plaintiffs' Genuine Statement of Issues [sic] Re Defendants' Motions (1) To Exclude Expert Testimony; and (2) For Separate Trial On Issues of Releases and Waivers; Request that Oppositions Be Stricken; hereinafter "Opp To Ex P", p.2,3.) I aid Mr. Greene and the Aznarans out of my own free will and my sense of right and wrong. If I am ordered by any lawfully constituted court to cease rendering such aid I will.

6. Ms. Bartilson states that I "[am] employed by Joseph Yanny on this very case." (Opp To Ex P p.4) I am not.

7. Ms. Bartilson states that for me "to now have switched [my] aid to Greene's office further taints all (emphasis in original) of the papers filed by Greene..." (Opp To Ex P p.5) It doesn't, because there was not and is not any taint..

8. Ms. Bartilson states that my aiding Mr. Greene "is grounds for [his] disqualification." (Opp to Ex P p.5) It isn't; but if this Court were so to order me, I will comply.

9. Ms. Bartilson suggests that Mr. Greene should be disqualified because I am "a paralegal formerly employed by defendant's lawyers." (Opp To Ex P p.5) I have never been employed by any organization lawyer.

10. Ms. Bartilson declares that "[she has] been informed by private investigators hired by [her] law firm that [I] was present at Ford Greene's offices many times from August 3, 1991 through at least August 21, 1991,

often for hours and days at a time." (Opp To Ex P p.9,para 4) I was outside the United States from August 3 until August 10, and not in Marin County where Mr. Greene's office is located until August 13, 1991. Filed herewith as Exhibit 2 are copies of my boarding passes for my flights from San Francisco to Johannesburg, South Africa on July 19 and 20, returning August 9 and 10.

11. Organization attorney William Drescher states that "[a]s [I am] Yanny's paralegal on this case, [my] new affiliation as an assistant to Ford Greene is truly outrageous." (Supplemental Memorandum In Support of Defendants' Motion To Dismiss Complaint With Prejudice; hereinafter "Supp Memo," p.4) I am not Mr. Yanny's paralegal on this case, and my affiliation with Mr. Greene is wholly peaceful, lawful, decent, helpful, respectful, and humorous.

12. Mr. Drescher states that "Yanny's involvement in this case continues, this time through a different "extension"--the improper activities of Yanny's paralegal, Gerald Armstrong." (Supp Memo p.5) I am not Mr. Yanny's paralegal. I answered his call for help during the period he was attorney of record in this case. I spent parts of two days on July 15 and 16 in Mr. Yanny's office during which time the only "work" I did was to write two declarations, one of which was also used by Mr. Greene. Mr. Yanny gave me no instructions or suggestions at any time to pass on to Mr. Greene or to anyone else involved in the Aznaran litigation. I am not Mr. Yanny's "extension" into this case. This organization's actions in attempting to deny their victims, the Aznarans, not only legal representation but support to the Aznarans' legal representatives is what is improper.

13. Mr. Drescher states that in 1984 I was "plotting against the Scientology Churches and seeking out staff members who would be willing to assist [me] in overthrowing Church leadership." (Supp Memo p.5) The

organization is not a church. Organization operatives David Kluge and Michael Rinder sought me out and gained my trust through a close friend whom the organization coerced into participating in an operation to attempt to entrap me. The organization operatives stated that they wanted to reform the organization and rid it of its criminal activities and they asked me to help. They said they wanted to save Scientology from its criminal leadership. They stated they were operating secrectly within the organization for fear of, inter alia, being killed. They used my willingness to communicate and to help to attempt to enveigle me into the commission of a crime. When that failed, the organization simply twisted my refusal to participate in the suggested criminal act into further accusations.

14. Mr. Drescher states that "[t]he Church obtained information about [my]plans and, through a police-sanctioned investigation, provided [me] with the "defectors" [I] sought." (Supp Memo p.5) That the organization and its lawyers have told this lie so many times in so many jurisdictions over so many years has not made it any more true now than when they concocted the plot. I was videotaped. The videos are still embarrassing to me because I use foul language. What I say does not mean what the organization and its lawyers say it means. A private investigator (who, during this period threatened to put a bullet between my eyes) obtained a false authorization from an LAPD officer, who was himself suspended six months for his participation in the crime. The organization did not obtain information about my plans; it created the whole operation, including what my "plans" were to be.

15. Mr. Drescher states that "[o]n November 30, 1984 [I] met with one Michael Rinder, an individual whom [I] thought to be one of [my] "agents" (but who in reality was loyal to the Church)" (parens in original). (Supp

Memo p.5) I never considered Rinder my agent, nor did I consider that I had any agents. Rinder was not loyal to the "church." He was being operated by what the operatives called the "criminal leadership."

16. Mr. Drescher states that "the conversation [was] recorded with written permission from law enforcement." (Supp Memo p.5) It wasn't. The Chief of the LAPD denied authorizing the illegal operation, and the officer was suspended for his "permission."

17. Mr. Drescher quotes some out-of-context statements from my November 1984 meeting with Michael Rinder and avers that they meant that I was recommending that the group of "reformers" did not need "actual evidence of wrongdoing to make allegations in Court against the Church leadership." (Supp Memo p.5) My answer to Rinder is out of frustration because he appeared to be unable to understand that a complaint contains allegations, and the proof of the allegations is achieved through documentation and testimony, including even the well-known fact of the organization's long history of destruction of evidence, obtained through the litigation up to the end of trial. Elsewhere and in other conversations I discussed with the "reformers" what was actually known and documented, and which could be alleged in the complaint they insisted they wanted to file. I discussed with the "reformers" an inventory of criminal acts for which we knew the organization was responsible. They included burglary of state and federal offices, theft, obstruction of justice, blackmail, assault, civil rights violations, immigration fraud, tax fraud, attempted entrapment of Federal Judges, framing of my own attorney Michael Flynn, the use of preclear folder information against all Scientologists, all the acts which flowed from ""fair" game," and the use of their charitable corporation funds to carry out these criminal acts.

18. Organization attorney Eric Lieberman states that "the utter disregard of the truth that the Aznarans have made the trademark of their litigation effort, bears the unmistakable signature of Gerald Armstrong, whose theory of litigating against Churches of Scientology, as captured on videotape in 1984, is not to worry about what the facts really are, but instead to choose a state of "facts" that should survive a challenge by the Church and "just allege it."" (Reply In Support of Defendants' Motion For Summary Judgment Based On the Statute of Limitations; hereinafter "Reply Stat Lim," p.2,3) This is not true. It is simply further exploitation of the fruits of the organization's covert actions against me: the illegal 1984 videotape regarding what the organization calls the "Armstrong Operation." Until I started to help Mr. Greene, I had nothing to do with the Aznaran case, which was filed in April 1988, except for my help to Mr. Yanny described in paragraph 12 above. I have given no facts to the Aznarans, nor any legal strategy. Besides the declarations I have written, all of which are now before this Court, I have written not one word in any of the filed papers. My help to Ford Greene in all of the papers recently filed has been in proofreading, copying, collating, hole-punching, stapling, stamping, packaging, labeling, air freighting and mailing. Mr. Greene and I have had several conversations during this period, some of which certainly concerned the litigation.

19. Mr. Lieberman states that "[i]t is clear that [my] influence and philosophy permeates the Aznaran's oppositions." (Reply Stat Lim p.3) I pray that that is true, because my philosphy in litigating against the organization is to tell the truth, have the faith that, no matter what lies the organization tells or operations it runs or how threatening the organization appears to be, truth will prevail; that, no matter how the organization

perverts the law, manipulates courts, testifies falsely, fights unfairly, wields religion as a sword and then a shield and abuses the legal process, justice will, if fought for honorably, triumph.

20. Mr. Lieberman states that "[o]n August 19, 1991 [I] admitted to one of defendants' counsel that [I] was at Greene's office "helping out."" (Reply Stat Lim p.3) I admitted no such thing. I was doing nothing even faintly improper which would require admission. I have been completely up front about my being in Mr. Greene's office and helping him. It is the organization which has skulked around and engaged in improprieties which it should admit to. I was so shocked when I discovered the organization operatives videotaping me on August 20 that I wrote Mr. Lieberman to protest the harassment. When I found the operation continuing on August 21 I again wrote Mr. Lieberman, and called his office, advised one of his associates of the operation and pleaded that it be called off. Copies of my letters are filed herewith as Exhibits 3 and 4. Mr. Lieberman has not answered my letters, has not mentioned them in his papers, which he signed on August 26, but has escalated the attack on my character and intentions. The operation has continued at least until August 30. Because of its form and nature, and because of my knowledge of organization operations and its philosophy of opportunistic hatred, I believe that this operation does not have as its major goal the proof that I am helping Mr. Greene. I believe its goal is intimidation and the assembly of intelligence information for future acts.

21. Mr. Lieberman states that "the real thrust of the Aznarans' Opposition is...the "just allege it" philosophy of Yanny's paralegal, Gerald Armstrong." (Reply Stat Lim p.33) I am not Mr. Yanny's paralegal, and "just allege it" is really the organization's litigation theory. L. Ron Hubbard

established the Guardian's Office and then the Office of Special Affairs to carry out his way of litigating.

> "In the face of danger from Governments or courts...... If attacked on some vulnerable point by anyone or anything or any organization, always find or manufacture (empasis added) enough threat against them to cause them to sue for peace." L. Ron Hubbard, Policy Letter of 15 August, 1960 "Dept of Govt Affairs." (Exhibit 5)

22. Mr. Lieberman states that "[my] "helping out" while the Opposition was concocted not only reveals the continuing taint of Yanny's involvement with this case, it establishes the guiding principle that resulted in [the] Opposition..." (Reply Stat Lim p.34) Not one thing, not the ability to proofread, photocopy, collate, hole-punch, staple, package, label, air freight or mail that I did in connection with the preparation of the Aznarans' oppositions, did I learn from Mr. Yanny. Not the ability to spot and confront organization operatives did I learn from Mr. Yanny. Not the ability to write, nor any fact or idea or word in any declaration did I learn from Mr. Yanny. I have been the target of "fair" game since I left the organization in 1981, and understand its philosphy. I know the organization's litigation theories and practices and I understand the psychopathology of L. Ron Hubbard and why he and his organization came to be viewed by Courts as paranoid and schizophrenic. There is nothing Mr. Yanny could possibly tell me which would surprise me or be additional to what I know about this organization. Mr. Yanny has provided no "guiding principle" whatsoever. The organization, by making and maintaining fair game as its guiding principle, established the guiding principle in this litigation. The fair game doctrine will dog the organization as long as there are honest and free men or until the

organization, not denies its existence, but completely and sincerely repudiates it.

23. Mr. Lieberman states that "[my] philosophy of litigation is that facts and the truth are irrelevant and that all that is required to prevail is to allege whatever needs to be alleged." (Reply Stat Lim p.34) I have survived all the cross-examination and depositions by the organization, the documentation attacks by the organization, the character assassination by the organization, the use of my preclear folder information, the operations, the threats, the assaults, because truth is relevant. Although there undoubtedly is some memory loss over the past twenty-two years, and although there may even be some discrepancies in forty-seven days of sworn testimony, I have survived examination and cross-examination because I have, as much as is humanly possible, told the truth. I have said what I have known, known when I didn't know something, and stated my opinions as opinions. It is my opinion that one honest man can confront and vanquish a dishonest organization, no matter how big or how organized. Gratefully there are a few honest men to make the work lighter.

24. Mr. Lieberman states that "[t]he Aznarans' desperation to defeat this motion is so profound that they resort not only to the "just allege it" litigation philosophy of Joseph A Yanny's paralegal assigned to this case, Gerald Armstrong, but also to enlisting Armstrong's help in this cynical, say-anything-you-have-to approach to the truth." (Reply In Support of Defendants' Motion For Summary Judgment Pursuant To the First Amendment; hereinafter Reply First Am, p. 2) I am not Mr. Yanny's paralegal, and I am not assigned to this case. The desperation which resulted in the enlisting of my help had a purely logistical basis. Mr. Greene faced a mountain of organizational motions which required oppositions, and

no time to do them. He has no employees but a secretary who comes in a couple of evenings a week sometimes and sometimes on Saturdays. He needed simple office backup in the form of proofreading, photocopying, collating, hole-punching, etc. I am blessed with those simple office skills, and I have a knowledge of the subject matter and the cause in which Mr. Greene labors. I am aware of the awesome disparity of resources between Mr. Greene and the army of law firms, lawyers, paralegals, secretaries, and organizational legal machinery of his opposition. I am aware of the organization's policies and practices of neutralizing or eliminating the legal support of its enemies. How could anyone resist a call to help in this situation? It was not a conspiratorial thought that plunked me down over a year ago within running distance of the Hub Law Offices and sporting the same zip code. What It was was merely making the inevitable not only funny but easier.

25. Organization attorneys have made much of the fact that Joseph Yanny has been enjoined from representing me in litigation adverse to the organization. (Op To Ex P p.10; Supp Memo p.4) He is, of course, its former attorney. I have been working with Mr. Greene since August 17. I have not seen nor heard one word of Mr. Yanny's influence in this case, beyond the fact that the organization just alleged it.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed on September 3, 1991 at Sleepy Hollow, California.

G.

EXHIBIT 1

MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

1. This Mutual Release of All Claims and Settlement Agreement is made between Church of Scientology International (hereinafter "CSI") and Gerald Armstrong, (hereinafter "Plaintiff") Cross-Complainant in Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153. By this Agreement, Plaintiff hereby specifically waives and releases all claims he has or may have from the beginning of time to and including this date, including all causes of action of every kind and nature, known or unknown for acts and/or omissions against the officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel of CSI as well as the Church of Scientology of California, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Religious Technology Center, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; all Scientology and Scientology affiliated organizations and entities and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Author Services, Inc., its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and its trustee; and Mary Sue Hubbard, (all hereinafter collectively referred to as the

19. A.

"Releasees"). The parties to this Agreement hereby agree as follows:

2. It is understood that this settlement is a compromise of doubtful and disputed claims, and that any payment is not to be construed, and is not intended, as an admission of liability on the part of any party to this Agreement, specifically, the Releasees, by whom liability has been and continues to be expressly denied. In executing this settlement Agreement, Plaintiff acknowledges that he has released the organizations, individuals and entities listed in the above paragraph, in addition to those defendants actually named in the above lawsuit, because among other reasons, they are third party beneficiaries of this Agreement.

3. Plaintiff has received payment of a certain monetary sum which is a portion of a total sum of money paid to his attorney, Michael J. Flynn. The total sum paid to Mr. Flynn is to settle all of the claims of Mr. Flynn's clients. Plaintiff's portion of said sum has been mutually agreed upon by Plaintiff and Michael J. Flynn. Plaintiff's signature below this paragraph acknowledges that Plaintiff is completely satisfied with the monetary consideration negotiated with and received by Michael J. Flynn. Plaintiff acknowledges that there has been a block settlement between Plaintiff's attorney, Michael J. Flynn, and the Church of Scientology and Churches and entities related to the Church of Scientology, concerning all of Mr. Flynn's clients who were in litigation with any Church of Scientology or related entity. Plaintiff has received a portion of this block

amount, the receipt of which he hereby acknowledges. Plaintiff understands that this amount is only a portion of the block settlement amount. The exact settlement sum received by Plaintiff is known only to Plaintiff and his attorney, Michael J. Flynn, and it is their wish that this remain so and that this amount remain confidential.

Signature line for Gerald Armstrong

4. For and in consideration of the above described consideration, the mutual covenants, conditions and release contained herein, Plaintiff does hereby release, acquit and forever discharge, for himself, his heirs, successors, executors, administrators and assigns, the Releasees, including Church of Scientology of California, Church of Scientology International, Religious Technology Center, all Scientology and Scientology affiliated organizations and entities, Author Services, Inc. (and for each organization or entity, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel); L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and trustee; and Mary Sue Hubbard, and each of them, of and from any and all claims, including, but not limited to, any claims or causes of action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153 and all demands, damages, actions and causes of actions of every kind and nature, known or unknown,

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for or because of any act or omission allegedly done by the Releasees, from the beginning of time to and including the date hereof. Therefore, Plaintiff does hereby authorize and direct his counsel to dismiss with prejudice his claims now pending in the above referenced action. The parties hereto will execute and cause to be filed a joint stipulation of dismissal in the form of the one attached hereto as Exhibit "A".

A. It is expressly understood by Plaintiff that this release and all of the terms thereof do not apply to the action brought by the Church of Scientology against Plaintiff for Conversion, Fraud and other causes of action, which action has already gone to trial and is presently pending before the Second District, Third Division of the California Appellate Court (Appeal No. B005912). The disposition of those claims are controlled by the provisions of the following paragraph hereinafter.

B. As of the date this settlement Agreement is executed, there is currently an appeal pending before the California Court of Appeal, Second Appellate District, Division 3, arising out of the above referenced action delineated as Appeal No. B005912. It is understood that this appeal arises out of the Church of Scientology's complaint against Plaintiff which is not settled herein. This appeal shall be maintained notwithstanding this Agreement. Plaintiff agrees to waive any rights he may have to take any further appeals from any decision eventually reached by the Court of Appeal or any rights he may have to oppose (by responding brief or any other means) any further appeals taken by the Church of

Scientology of California. The Church of Scientology of California shall have the right to file any further appeals it deems necessary.

5. For and in consideration of the mutual covenants, conditions and release contained herein, and Plaintiff dismissing with prejudice the action Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153, the Church of Scientology of California does hereby release, acquit and forever discharge for itself, successors and assigns, Gerald Armstrong, his agents, representatives, heirs, successors, assigns, legal counsel and estate and each of them, of and from any and all claims, causes of action, demands, damages and actions of every kind and nature, known or unknown, for or because of any act or omission allegedly done by Gerald Armstrong from the beginning of time to and including the date hereof.

6. In executing this Agreement, the parties hereto, and each of them, agree to and do hereby waive and relinquish all rights and benefits afforded under the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7. Further, the undersigned hereby agree to the following:

A. The liability for all claims is expressly denied by the parties herein released, and this final compromise and

settlement thereof shall never be treated as an admission of liability or responsibility at any time for any purpose.

B. Plaintiff has been fully advised and understands that the alleged injuries sustained by him are of such character that the full extent and type of injuries may not be known at the date hereof, and it is further understood that said alleged injuries, whether known or unknown at the date hereof, might possibly become progressively worse and that as a result, further damages may be sustained by Plaintiff; nevertheless, Plaintiff desires by this document to forever and fully release the Releasees. Plaintiff understands that by the execution of this release no further claims arising out of his experience with, or actions by, the Releasees, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against the Releasees.

C. Plaintiff agrees to assume responsibility for the payment of any attorney fee, lien or liens, imposed against him past, present, or future, known or unknown, by any person, firm, corporation or governmental entity or agency as a result of, or growing out of any of the matters referred to in this release. Plaintiff further agrees to hold harmless the parties herein released, and each of them, of and from any liability arising therefrom.

D. Plaintiff agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other

similar form, any writing or to broadcast or to assist another to create, write, film or video tape or audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff expressly understands that the non-disclosure provisions of this subparagraph shall apply, inter alia, but not be limited, to the contents or substance of his complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above. The attorneys for Plaintiff, subject to the ethical limitations restraining them as promulgated by the state or federal regulatory associations or agencies, agree not to disclose any of the terms and conditions of the settlement negotiations, amount of the

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settlement, or statements made by either party during settlement conferences. Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to liquidated damages in the amount of $50,000 for each such breach. All monies received to induce or in payment for a breach of this Agreement, or any part thereof, shall be held in a constructive trust pending the outcome of any litigation over said breach. The amount of liquidated damages herein is an estimate of the damages that each party would suffer in the event this Agreement is breached. The reasonableness of the amount of such damages are hereto acknowledged by Plaintiff.

E. With exception to the items specified in Paragraph 7(L), Plaintiff agrees to return to the Church of Scientology International at the time of the consummation of this Agreement, all materials in his possession, custody or control (or within the possession, custody or control of his attorney, as well as third parties who are in possession of the described documents), of any nature, including originals and all copies or summaries of documents defined in Appendix "A" to this Agreement, including but not limited to any tapes, computer disks, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above, all evidence of any nature, including evidence obtained from the named defendants through discovery, acquired for the purposes of this lawsuit or any lawsuit, or acquired for any other purpose

concerning any Church of Scientology, any financial or administrative materials concerning any Church of Scientology, and any materials relating personally to L. Ron Hubbard, his family, or his estate. In addition to the documents and other items to be returned to the Church of Scientology International listed above and in Appendix "A", Plaintiff agrees to return the following:

(a) All originals and copies of the manuscript for the work "Excalibur" written by L. Ron Hubbard;

(b) All originals and copies of documents commonly known as the "Affirmations" written by L. Ron Hubbard; and

(c) All documents and other items surrendered to the Court by Plaintiff and his attorneys pursuant to Judge Cole's orders of August 24, 1982 and September 4, 1982 and all documents and other items taken by the Plaintiff from either the Church of Scientology or Omar Garrison. This includes all documents and items entered into evidence or marked for identification in Church of Scientology of California v. Gerald Armstrong, Case No. C 420 153. Plaintiff and his attorney will execute a Joint Stipulation or such other documents as are necessary to obtain these documents from the Court. In the event any documents or other items are no longer in the custody or control of the Los Angeles Superior Court, Plaintiff and his counsel will assist the Church in recovering these documents as quickly as possible, including but not limited to those tapes and other documents now in the possession of the United States District Court in the case of United States v. Zolin, Case No. CV

85-0440-HLH(Tx), presently on appeal in the Ninth Circuit Court of Appeals. In the event any of these documents are currently lodged with the Court of Appeal, Plaintiff and his attorneys will cooperate in recovering those documents as soon as the Court of Appeal issues a decision on the pending appeal.

To the extent that Plaintiff does not possess or control documents within categories A-C above, Plaintiff recognizes his continuing duty to return to CSI any and all documents that fall within categories A-C above which do in the future come into his possession or control.

F. Plaintiff agrees that he will never again seek or obtain spiritual counselling or training or any other service from any Church of Scientology, Scientolcgist, Dianetics or Scientology auditor, Scientology minister, Mission of Scientology, Scientology organization or Scientology affiliated organization.

G. Plaintiff agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organizations aligned against Scientology.

H. Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make

himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with and knowledge of the Church with anyone other than members of his immediate family. As provided hereinafter in Paragraph 18(d), the contents of this Agreement may not be disclosed.

I. The parties hereto agree that in the event of any future litigation between Plaintiff and any of the organizations, individuals or entities listed in Paragraph 1 above, that any past action or activity, either alleged in this lawsuit or activity similar in fact to the evidence that was developed during the course of this lawsuit, will not be used by either party against the other in any future litigation. In other words, the "slate" is wiped clean concerning past actions by any party.

J. It is expressly understood and agreed by Plaintiff that any dispute between Plaintiff and his counsel as to the proper division of the sum paid to Plaintiff by his attorney of record is between Plaintiff and his attorney of record and shall in no way affect the validity of this Mutual Release of All Claims and Settlement Agreement.

K. Plaintiff hereby acknowledges and affirms that he is not under the influence of any drug, narcotic, alcohol or other mind-influencing substance, condition or ailment such that his ability to fully understand the meaning of this Agreement and the significance thereof is adversely affected.

L. Notwithstanding the provisions of Paragraph 7(E) above, Plaintiff shall be entitled to retain any artwork created by him which concerns or relates to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above provided that such artwork never be disclosed either directly or indirectly, to anyone. In the event of a disclosure in breach of this Paragraph 7(L), Plaintiff shall be subject to the liquidated damages and constructive trust provisions of Paragraph 7(D) for each such breach.

8. Plaintiff further agrees that he waives and relinquishes any right or claim arising out of the conduct of any defendant in this case to date, including any of the organizations, individuals or entities as set forth in Paragraph 1 above, and the named defendants waive and relinquish any right or claim arising out of the conduct of Plaintiff to date.

9. This Mutual Release of All Claims and Settlement Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital. This Agreement may be amended only by a written instrument executed by Plaintiff and CSI. The parties hereto have carefully read and understand the contents of this Mutual Release of All Claims and Settlement Agreement and sign the same of their own free will, and it is the intention of the parties to be legally bound hereby. No other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically

incorporated herein shall be deemed to in any way exist or bind any of the parties hereto.

10. Plaintiff agrees that he will not assist or advise anyone, including individuals, partnerships, associations, corporations, or governmental agencies contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement.

11. The parties to this Agreement acknowledge the following:

A. That all parties enter into this Agreement freely, voluntarily, knowingly and willingly, without any threats, intimidation or pressure of any kind whatsoever and voluntarily execute this Agreement of their own free will;

B. That all parties have conducted sufficient deliberation and investigation, either personally or through other sources of their own choosing, and have obtained advice of counsel regarding the terms and conditions set forth herein, so that they may intelligently exercise their own judgment in deciding whether or not to execute this Agreement; and

C. That all parties have carefully read this Agreement and understand the contents thereof and that each reference in this Agreement to any party includes successors, assigns, principals, agents and employees thereof.

12. Each party shall bear its respective costs with respect to the negotiation and drafting of this Agreement and

all acts required by the terms hereof to be undertaken and performed by that party.

13. To the extent that this Agreement inures to the benefit of persons or entities not signatories hereto, this Agreement is hereby declared to be made for their respective benefits and uses.

14. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

15. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

16. In the event any provision hereof be unenforceable, such provision shall not affect the enforceability of any other provision hereof.

17. All references to the plural shall include the singular and all references to the singular shall include the plural. All references to gender shall include both the masculine and feminine.

18.(A) Each party warrants that they have received independent legal advice from their attorneys with respect to the advisability of making the settlement provided for herein and in executing this Agreement.

(B) The parties hereto (including any officer, agent, employee, representative or attorney of or for any party) acknowledge that they have not made any statement,

representation or promise to the other party regarding any fact material to this Agreement except as expressly set forth herein. Furthermore, except as expressly stated in this Agreement, the parties in executing this Agreement do not rely upon any statement, representation or promise by the other party (or of any officer, agent, employee, representative or attorney for the other party).

(C) The persons signing this Agreement have the full right and authority to enter into this Agreement on behalf of the parties for whom they are signing.

(D) The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing herein shall be construed to prevent any party hereto or his respective attorney from stating that this civil action has been settled in its entirety.

(E) The parties further agree to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement.

19. Plaintiff has been fully advised by his counsel as to the contents of this document and each provision hereof. Plaintiff hereby authorizes and directs his counsel to dismiss with prejudice his claims now pending in the action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153.

20. Notwithstanding the dismissal of the lawsuit pursuant to Paragraph 4 of this Agreement, the parties hereto agree that the Los Angeles Superior Court shall retain

jurisdiction to enforce the terms of this Agreement. This Agreement may be enforced by any legal or equitable remedy, including but not limited to injunctive relief or declaratory judgment where appropriate. In the event any party to this Agreement institutes any action to preserve, to protect or to enforce any right or benefit created hereunder, the prevailing party in any such action shall be entitled to the costs of suit and reasonable attorney's fees.

21. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date opposite their names.

Dated: December 6, 1986

GERALD ARMSTRONG

Witness

Witness

Dated: 12/6/86

APPROVED AS TO FORM AND CONTENT:

M. J. Flynn
MICHAEL J. FLYNN
Attorney for
GERALD ARMSTRONG

Dated: December 11, 1986

Heber C. Jentzsch
for
CHURCH OF SCIENTOLOGY
INTERNATIONAL

EXHIBIT 2

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ARMSTRONG GMR

Name—Nombre—Nom—Name

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EXHIBIT 3

August 21, 1991

Eric M. Lieberman, Esq.
Rabinowitz, Boudin, Standard,
Krinsky & Lieberman, P.C.
740 Broadway, Fifth Floor
New York, NY 10003-9518

Dear Mr. Lieberman:

Organization operatives filmed me yesterday at least in the following situations:

1. Talking to an employee of attorney Ford Greene, in the doorway to Mr. Greene's office, at 711 Sir Francis Drake in San Anselmo, California.

2. Walking outside Mr. Greene's office.

3. Pulling on a T-shirt outside Mr. Greene's office.

4. Running outside Mr. Green's office.

Whilst I was on foot I was also pursued by one of the operatives driving a white Cadillac.

The driver of the Cadillac was later confronted by Mr. Greene who also recorded the licence number of Cadillac and the other vehicle being used by the operatives.

I doubt that you find it hard to believe that I consider the organization's operation has as its major target in the eval known but to two or maybe three or even four the assassination of Gerry Armstrong.

I am not unmindful of your use of the earlier videotape event in your Petition For Rehearing filed in the Armstrong appeal (n. 1, p. 6, second edition; n. 2, p.5, first edition).

There was no reason to videotape me as proof that I was associating with Ford Greene. I had spoken the day before to two of your fellow org lawyers, Laurie Bartilson and Bill Drescher, and two men from SO legal liaison staff, Howard Guttfeld and August Murphy, and from none of whom had I withheld the fact that I was helping Mr. Greene. None of them were not aware that I was speaking to them from Mr. Greene's office because all of them except for Mr. Murphy called Mr. Greene's office and I had spoken to them when I answered Mr. Greene's telephone to take messages for him while he was out of his office. Mr. Murphy spent some time in Mr. Greene's office and we spoke for a few minutes. I am quite certain he left with the impression that I was helping Mr. Greene, and specifically in the Aznaran case since, in addition to my saying so, he did observe me carrying into Mr. Greene's office two boxes containing the mega-copies of the two Oppositions to Summary Judgment Motions (Statute of Limitations and First Amendment) and related documents, and did hear me lament that his organization had cost Mr. Greene that very day over seven hundred dollars in copying costs.

I did note the sophrosynial shift in the two writers of the second edition of the Petition For Rehearing. I imagine the organization's idea of having Marty talk to me is not in the works.

I'm sure you understand why I do help those who need it, and why people who litigate with the organization need it. And I'm sure you know how utterly unbiased I am in that all I oppose are antisocial policies and activities. In that Scientology denies that any of its policies or activities are antisocial I am not opposed in any way to what Scientology says it is and says it does. I am only opposed to antisocial policies and practices.

It is really a matter of logistics. Your organization scares people. It scares me. There are therefore few people willing to do what needs to be done regarding the organization. I am simply willing to do what I can no matter how scary it is. If there were not so many people afraid of your organization I wouldn't need to do what I can to help.

As you know, the organization has at times terrorized me, it has a policy of revenge, its present owners have a personal hatred for me, and it has acted with its fair game doctrine directing its attitude and acts toward me since and in violation of the settlement. Obviously, then, it is in every way reasonable for me to associate with and help those who have the courage to oppose the organizational beast.

Then there's the religious argument. And its legal corollary: if antisocial acts are religious, then so must be any opposition to antisocial acts.

Then there's the matter of theology.

All of which brings me to the matter at hand. You know about compartmentalization, PIs, cutouts, lies and paranoia. There probably are things which can be done to bring the organization's self-destructive insitutionalized hatred to a peaceful conclusion. Although you exhibit in your most recent descriptions of me and in your willingness to go beyond mere factual twists, a new and greater animus,I still have an idea that you can do something.

I trust you'll reply.

Very truly yours,

Gerry Armstrong
(415)456-8450

EXHIBIT 4

Eric M. Lieberman, Esq.
Rabinowitz, Boudin, Standard,
Krinsky & Lieberman, P.C.
740 Broadway, Fifth Floor
New York, NY 10003-9518

August 22, 1991

Dear Mr. Lieberman:

If there be any doubt about the veracity of the facts stated in my letter of yesterday please add these.

Yesterday, after writing you, I returned to Mr. Greene's office. At one point, in the late afternoon while standing outside talking to Mr. Greene, he noticed and pointed out a car perhaps a hundred yards away, across Sir Francis Drake and up a small hill. In it sat a man who at my first glace appeared to be watching us. I ran across SFD, up the hill and approached the car. I could see the man lower an object out of sight. I raised my hands, palms toward him to let him know I meant no harm and was unarmed; in case I had erred in my assessment that the man in the car was an operative, and I was approaching head on at flank speed an innocent innocently eating his dinner. He rolled up the window as I neared. I got very close and looked in the driver's window. He had dark hair, thick, a wiry appearance; i.e., his hair, somewhere in length between yours and mine, and a thick mustache. I couldn't smell his breath because, as I said, the window was rolled up, but I was close enough I imagined it. Height ± 6'. On the front seat beside him were, inter alia, a video camera and a clipboard and some lawyers' yellow pad sheets. His firearms were clearly out of sight. On the top sheet in pen were written a page of entries with a progression of times beside the entries. I tried to make them out; i.e, the entries, but I was, as you can imagine, freaking out, my pulse was up around 150; not from the short run up the hill but the terror these confrontations strike in me; from a rest rate of + 48; and the driver, after a few second comm lag started the car and began to drive away. I put my body in front of the car because I wanted to get someone from law enforcement somewhere to do something but he let me know through unmistakable gestures that my body was not about to stop his forward progress so I, and I think in this case wisely, stepped aside and let him flee. I did run alongside the car and was near it when Mr. Greene arrived across SFD and also observed the driver and recorded the number from the car's muddied licence plate. When last seen his weapons were still out of sight; nor have I seen any more of him.

You might recall that when org operatives began their summer of 82 psycho-terror campaign I was able to detain the yellow VW by putting my body in front of it. Times and personalities have changed, the new fearless leader shoots photos of innocents with his 45, and for some totally baffling, unreasonably unreasonable reason you guys hate me. And you all sure act as if a sense of humor isn't a gift from God; and it is. Various people, on order from Hubbard or Miscavige, have tried , inter alia, libel, slander, threats, muscle, sworn false witness, frames, blackmail and betrayal. You can understand my concern at knowing that the top, the top operatives and the legal cutouts are chewing over the acts called for to satisfy the next gradient, while not even bothering to keep in mind what a flaming SP I am and what a threat I am to the future of mankind.

You will have probably received by now a report from Terry Gross in your office concerning my call to you of earlier today. If you think there's someone else connected to the organization who might be a more logical person for me to communicate these concerns to, please pass on my letters.

Very truly yours,

G.

Gerry Armstrong
(415)456-8450

EXHIBIT 5

HUBBARD COMMUNICATIONS OFFICE
37 Fitzroy Street, London, W.1

HCO POLICY LETTER OF 15 AUGUST 1960
Re-issued from Sthil

Assn Secs
HCO Secs

DEPT OF GOVT AFFAIRS

(Cancels any previous directions to set up a Special Zone Dept)
(This Policy Letter is mandatory all Central Organizations)

There shall be established on a board level and outside the structure of the Central Org and HCO but under the board of HASI Ltd, a new department to be called "The Department of Government Affairs".

More and more, as governments disintegrate under the threat of atomic war and communism, central organizations have had to give high executive time to governmental affairs to the great loss of the organizations themselves. The enturbulence entered into Scientology activities by legal matters, tax matters, and matters of assisting governments to maintain stability, has sapped our time and fixed our attention to our own loss.

Now to remedy this situation, I wish to contain and cordon, in a military sense, this incursion and to prohibit utterly and completely such entrance (of these matters or our own project for governments) into Central Org or HCO comm lines. In other words, Central Orgs and HCOs are run by, for and as Scientology service and activity units and the special Department of Government Affairs shall handle other matters and specifically deny such non-Scientology matters entrance into organizational comm lines.

The Department of Government Affairs shall be headed and directed with a minimum of personnel and shall not be able to call upon the personnel of the Central Org or HCO for further assistance than the relay of communications.

The Director of Government Affairs shall be a fully qualified person of good judgement subject to control of the Board of Directors and shall be subject to the advices and directions of the Board and the HCO and Assn Secretary. Only Washington and South Africa are excluded from supervision of the Dept by the Assn Sec, Org Sec and HCO Sec. In all other offices the Director of Government Affairs shall be subordinate to the Assn Sec and HCO Sec.

Under this department comes the corporation's solicitors, attorneys, chartered accountants and any attorney or accountant hired directly by the corporation for outside legal or tax or filing purposes.

The allotment and issue of shares comes under this department, but the actual invoicing and banking shall be done as always by the Dept of Accounts or, for HCO, by the HCO Secretary.

All contracts, filings with the government, all tax reports and their preparation, corporation minutes, annual meetings, legal papers, suits against and by the corporation, whether HASI Ltd or HCO Ltd, all legal investigatory work and detectives, all contacts with government agents, bureaus and departments, all assistance to governments, messages to governments, handling answers from governments or courts shall be cared for by the Department, whether to advance or protect Scientology or its corporations by government or legal channels.

All legal documents and the Valuable Document files for HCO and HASI shall be kept by the Department in a proper safe in accordance with previous rules written for the keeping and handling of valuable documents.

All share sales reports and all legal, governmental and corporation reports to be made to the boards shall be made to it by this Department.

No shares may be advertised or issued save with the approval of this department.

No contracts, purchases or mortgages may be undertaken without the approval of this Department and then only by the action of this Department.

It is clearly understood that the Department shall not undertake financial management for the Central Org or HCO nor may it direct the Central Org or HCO on purely Scientology affairs or Scientology dissemination except where these may impinge directly upon the government, and even then this Department is enjoined from forcing government laws or rulings upon the Central Org or HCO by threat of danger or ominous advices, nor may the Department employ either solicitors nor accountants who specialize in ominous advices to the Orgs since the Orgs could be discouraged or impeded by such.

The object of the Department is to broaden the impact of Scientology upon governments and other organizations and is to conduct itself so as to make the name and repute of Scientology better and more *forceful*. Therefore defensive tactics are frowned upon in the department. We are not trying to make the Central Orgs and HCOs "be good". We are trying to make their reach more secure and effective. Only attacks resolve threats.

In the face of danger from Govts or courts there are only two errors one can make: (a) do nothing and (b) defend. The right things to do with any threat are to (1) Find out if we want to play the offered game or not, (2) If not, to derail the offered game with a feint or attack upon the most vulnerable point which can be disclosed in the enemy ranks, (3) Make enough threat or clamor to cause the enemy to quail, (4) Don't try to get any money out of it, (5) Make every attack by us also sell Scientology and (6) Win. If attacked on some vulnerable point by anyone or anything or any organization, always find or manufacture enough threat against them to cause them to sue for peace. Peace is bought with an exchange of advantage, so make the advantage and then settle. Don't ever defend. Always attack. Don't ever do nothing. Unexpected attacks in the rear of the enemy's front ranks work best.

Never put the organization on "wait" because of courts or other matters. It's up to the Department to make the actions of HCO Secs and Org Secs *right*, not enjoin right actions on the HCO and Org Secs.

To win we must have treasure and verve. If a Central Org and HCO function perfectly as service units then treasure and consequent security for the further advance are to hand. If the Department operates with verve and elan, even with rashness, it will afford a screen behind which organizations can work.

Example: BMA attacks Scientology in Australia via the government. Answer: throw heavy communication against the weakest point of the BMA—its individual doctors. Rock them with petitions to have medical laws modified which they are to sign. Couple the BMA attack with any group hated by the government. Attack personally by threats or suits any person signing anything for the BMA. Slam the matter into politics, advance a bill into parliament that strips the BMA of all legal rights by opening healing to all. Make the attack by the BMA look ridiculous. Attack medical practices. Investigate horrible practices loudly. (*Always* investigate loudly never quietly.) Make the distinct public and governmental impression and BMA impression that they've run into a barrage of arrows or electronic cannon and that continued attack by them will cause their own disintegration. As all this is being done on a thought or idea level the restimulation of their engrams results in the total impression that they are surrounded by their own dead and the battery may fire again at any minute. And if one makes in writing not one slanderous or libelous statement, there is no defense by them. This example is patterned on what just happened and what we did in Australia where we are winning strongly.

The personnel of the Department should be freed of past track legal and governmental overts by the HGC using evening auditing. This is a must or the Department will otherwise attract attacks. Further, the higher the department personnel is raised on "control" through running help, the less action will have to be undertaken by it and the more it will actually accomplish without violent action.

The goal of the Department is to bring the government and hostile philosophies or societies into a state of complete compliance with the goals of Scientology. This is done by high level ability to control and in its absence by low level ability to overwhelm. Introvert such agencies. Control such agencies. Scientology is the only game on Earth where everybody wins. There is no overt in bringing good order.

The offices of the Department, so far as is possible, should be so situated as to bring no government traffic into the main avenues, comm lines or halls of the Central

Organization or HCO or so as to divert it to the maximum extent from said avenues, comm lines and halls.

The following personnel appointments are made, conditional to acceptance, as Directors of Government Affairs:

United States:	Marilynn Routsong
South Africa:	Jack Parkhouse
London:	George Hay
Los Angeles:	Dick Steves
Australia:	Denny Gogerly
New Zealand:	Steve Stevens.

In the United States and South Africa the head of the Department of Government Affairs shall be also Trustee or Area Director of the Central Organization while the Org Sec and Assn Sec shall not be, but will be officers of the corporation.

This policy letter and these appointments are prompted by the following facts:

1. My own traffic on government legal affairs is far too heavy and I need help of magnitude on a continental level.
2. HCO Secs and Assn Secs are having difficulty holding down their Orgs and the field because of the time demanded by government affairs.
3. The activity will get heavier rather than lighter.
   (a) The deterioration of government order is accelerating with consequent confusion in all related affairs:
   (b) Increasing amounts of order must be maintained by us at a governmental level against the possibility of finding our areas without governments.
4. We are about to file HASI Ltd and HCO Ltd in all areas with the attendant heavy legal and governmental action necessary.
5. We are about to arrange for the release of and the issue of over half a million pounds of shares to the public, thus making heavy demands on legal and government lines.
6. We are about to finance and erect various media of communications, such as radio stations, on the various continents and this will require enormous amounts of liaison and action in such a department.
7. We are about to finance and find new quarters in the United States and such activities come under the new Department.
8. Due to new clearing techniques, our sphere of control is widening. This is purely a case phenomenon, but will be felt heavily by Orgs in the future. It is necessary to provide comm lines for this widening of influence.

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L. RON HUBBARD

HUBBARD COMMUNICATIONS OFFICE
Saint Hill Manor, East Grinstead, Sussex

HCO POLICY LETTER OF 22 AUGUST 1960

All Orgs
Sec EDs

DEPT OF GOVT RELATIONS

The Dept of Govt Relations may not use Org personnel for typing and mailing, and may only use Org personnel for reception, switchboard and despatch purposes.

Where numbers of mailing pieces are envisioned or where numbers of outside letters are to be sent by the Dept of Govt Relations, these may be done either by outside agencies or by a full or part time secretary to the Dir of G R. The necessary high appearance of G R letters and mailing pieces does not admit the use of mimeo and G R may not use organizational mimeo machines.

LRH:js.rd
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L. RON HUBBARD

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents: DECLARATION OF GERRY ARMSTRONG REGARDING ALLEGED "TAINT" OF JOSEPH A. YANNY, ESQUIRE

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California: SEE ATTACHED SERVICE LIST

[X]	(By Mail)	I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.
[ ]	(Personal Service)	I caused such envelope to be delivered by hand to the offices of the addressee.
[ ]	(State)	I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
[X]	(Federal)	I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

DATED: September 4, 1991

AZNARAN vs. SCIENTOLOGY

Service List

JOHN C. ELSTEAD
Clifton, Polson & Elstead
6140 Stoneridge Road
Suite 500
Pleasanton, California 94588

EARLE C. COOLEY
Cooley, Manion, Moore & Jones, P.C.
21 Custom House Street
Boston, Massachusetts 02110

ERIC LIEBERMAN
Rabinowitz, Boudin, Standard,
Krinsky & Lieberman, P.C.
740 Broadway at Astor Place
New York, New York 10003-9518

WILLIAM T. DRESCHER
23679 Calabasas Road, Suite 338
Calabasas, California 91302

MICHAEL L. HERTZBERG
740 Broadway at Astor Place
New York, New York 10003-9518

LAURIE J. BARTILSON
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Hollywood, California 90028

JAMES H. BERRY, JR.
2049 Century Park East
Suite 2750
Los Angeles, California 90067

JOHN J. QUINN
Quinn, Kully & Morrow
520 South Grand Avenue
8th Floor
Los Angeles, California 90071

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

--oOo--

CERTIFIED COPY

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff,

vs.

No. BC 052395

Gerald Armstrong; Does 1-25, inclusive,

Defendants.

DEPOSITION OF

GERALD ARMSTRONG

Thursday, October 8, 1992

VOLUME IV

REPORTED BY: BARBARA H. STOCKFORD, CSR No. 4575

MR. GREENE: So as to that one, I instruct you not to answer.

MS. BARTILSON: Just so I'm clear, the basis for your instruction is that --

MR. GREENE: Work product.

MS. BARTILSON: -- is that Mr. Armstrong was acting as your paralegal in his own case?

MR. GREENE: In his case, got it.

MS. BARTILSON: Q. Did you, at any time since July 22nd, 1992, discuss, however briefly, with either of the Aznarans any matters concerning their own case?

A. Broadly, yes.

Q. What did you discuss?

MR. GREENE: Let me take a break here.

(Sotto voce conversation between the witness and Mr. Greene.)

MR. GREENE: Go ahead.

MS. BARTILSON: Q. After discussing it with your attorney, Mr. Armstrong, what's the answer to your question?

A. The extent of those matters was the relaying of a communication from Mr. Greene or back and forth.

MS. BARTILSON: Q. You were relaying a communication from Mr. Greene to the Aznarans?

A. It may have been that.

Q. May have been?

A. With the understanding that it could take the form as simple as, "Is your fax machine on?"

Q. Did you fax things to the Aznarans?

MR. GREENE: Mr. Armstrong, I'm going to instruct you not to answer that question based on attorney-work product privilege.

MS. BARTILSON: Q. Did you assemble documents for the purpose of faxing to the Aznarans?

MR. GREENE: Same instruction.

MS. BARTILSON: Q. Did you receive faxes from the Aznarnans?

MR. GREENE: Same instruction.

MS. BARTILSON: This is for the work product privilege concerning Mr. Armstrong's case?

MR. GREENE: No. Concerning the Aznarans' case.

MS. BARTILSON: Concerning the Aznarans' case.

MR. GREENE: And based on general privacy concerns of my office --

MS. BARTILSON: Privacy concerns of your office. You won't let him tell me whether or not he faxed anything to the Aznarans?

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

--oOo--

CERTIFIED COPY

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; DOES 1-25, inclusive,

Defendants.

No. BC 052395

DEPOSITION OF

GERALD ARMSTRONG

Volume III

October 7, 1992

REPORTED BY: LARRY BOSTOW, CSR# 5941

MR. GREENE: That's fine. Fine.

THE WITNESS: I find it harrowing.

MS. BARTILSON: Q. Mr. Armstrong, here's an exhibit that was previously marked in your other deposition. I would like you to take a look at it, please. It's Exhibit 7.

MR. GREENE: Do you have a copy for me?

MS. BARTILSON: Actually, I think I do on this one.

MR. GREENE: Thank you.

MS. BARTILSON: Q. You've previously testified you executed this declaration. I just have a couple of additional questions about it that were not asked before.

The first question I have is: Did you yourself prepare this declaration? Did you draft it yourself?

A. And that has been asked and answered many times in great detail.

The answer is "Yes."

Q. Not in this case, if it has. Because that's what I have reviewed, is the deposition in this case. It hasn't been asked and answered, I can assure you.

Did you prepare it at Mr. Yanny's office?

A. Yes.

Q. Okay. And did you give it to Mr. Yanny when you completed it and executed it?

A. If, by that, you mean had he seen it prior to my execution of it, the answer is "No."

Q. No.

The question is: Did you give it to him after you had completed it and executed it?

A. In addition to showing it to him earlier?

Q. In addition to that or nothing.

When it was done, did you give it to him? Or did you give it to someone else? What did you do with the original when you completed it and executed it?

A. The original was left in his office.

Q. And when you left it in his office, was it with the intention that he could take it and use it and file it in court if he so chose to do so?

A. Yes.

Q. And you expected that he would do that, didn't you?

A. Yes.

MS. BARTILSON: This one, I have not talked about.

I'm going to mark this one Exhibit 9.

(Whereupon Plaintiff's Exhibit 9 was marked.)

[illegible]
Armstrong
7-22-92

I, GERALD ARMSTRONG, declare and state that:

1. I am the defendant and cross-complainant in the case of Church of Scientology of California vs. Gerald Armstrong Los Angeles Superior Court No. C420153. I was a member of Scientology from 1969 to 1981 and have been involved in litigation with various Scientology entities, hereinafter referred to as "the organization", since 1982. I have testified approximately 47 days in trials or depositions in at least 10 cases against Scientology. I am very knowledgeable in Scientology litigation and operations, and am qualified to rende the opinion in Paragraph 7 below.

2. In 1985 and throughout 1986, I worked as a paralegal in the law firm of Flynn, Joyce and Sheridan in Bosto Massachusetts. I worked on all the organization-related litigation handled by the firm during that period. Michael Fly was the prime mover in much of the organization-related litigation throughout the United States until December 1986 whe he settled all the cases in which he was involved. I was represented in Armstrong by Flynn, Joyce and Sheridan and the l firm of Contos and Bunch in Woodland Hills, California until the settlement.

3. In a declaration I executed December 25, 1990, which I filed in the California Court of Appeal in the organization's appeal (Civ. No. B038975) from a Superior Court ruling unsealing the Armstrong court file, which had been seale in December, 1986, I detailed the circumstances of and my involvement in the settlement. In that declaration, I waived t attorney-client privilege between Mr. Flynn and me only as to o

conversations concerning the settlement, and I reiterate that waiver at this time, and extend it to include my other attorneys.

4. During the settlement negotiations and thereafter, I learned from Mr. Flynn, and two other attorneys in both firms which represented me in Armstrong, that all the attorneys who had been involved in the organization-related litigation had agreed, as part of the settlement, to not represent or assist anyone in any future litigation against the organization.

5. Each of the law firms involved was also required, as part of the settlement, to turn over to the organization its Scientology-related documentary evidence, as was each of the litigants. Each of the litigants, moreover, was required, as part of the settlement, to not assist any aggrieved party in future litigation against the organization, and to avoid service of process in such litigation. These conditions are stated in the settlement agreement I signed in December 1986, a copy of which is marked and exhibited herewith as Exhibit "1".

6. Since the settlement, the organization's attorneys have threatened me on six occasions that I would be sued if I violated the settlement's restrictions. The organization meanwhile has itself violated the letter and spirit of the settlement regarding me on numerous occasions. I have detailed these instances in my December 25, 1990 declaration and a declaration I executed on March 15, 1990 which was also filed in the above-referenced appeal.

7. The effects of the December 1986 settlement agreements in the legal community and on future individuals aggrieved by the organization are obvious. Potential attorneys,

knowing or learning that they would be denied the documentary evidence which had previously been available, denied assistance from the key witnesses against the organization, and denied assistance from the most knowledgeable attorneys in the world in this field of litigation would be more than reluctant to accept representation of aggrieved individuals. Add to that, the general knowledge in the legal community of the harassive and threatening practices of the organization toward adverse attorneys, and the fact that well respected attorneys such as Mr. Flynn had agreed to an unethical or illegal settlement to escape the litigation, and it is no surprise that this country's attorneys avoid representing the organization's many victims. The victims are effectively cut off from communication with witnesses and access to evidence, and their ability to obtain any legal representation denied.

I declare under the penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct and based on my personal knowledge, except those matters stated on information and belief, and as to those matters, I am informed and believe them to be true.

Executed this 16th day of July, 1991, at Los Angeles, California.

GERALD ARMSTRONG

MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

1. This Mutual Release of All Claims and Settlement Agreement is made between Church of Scientology International (hereinafter "CSI") and Gerald Armstrong, (hereinafter "Plaintiff") Cross-Complainant in Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153. By this Agreement, Plaintiff hereby specifically waives and releases all claims he has or may have from the beginning of time to and including this date, including all causes of action of every kind and nature, known or unknown for acts and/or omissions against the officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel of CSI as well as the Church of Scientology of California, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Religious Technology Center, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; all Scientology and Scientology affiliated organizations and entities and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Author Services, Inc., its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and its trustee; and Mary Sue Hubbard, (all hereinafter collectively referred to as the

GA

Ex.1. 19. A.

"Releasees"). The parties to this Agreement hereby agree as follows:

2. It is understood that this settlement is a compromise of doubtful and disputed claims, and that any payment is not to be construed, and is not intended, as an admission of liability on the part of any party to this Agreement, specifically, the Releasees, by whom liability has been and continues to be expressly denied. In executing this settlement Agreement, Plaintiff acknowledges that he has released the organizations, individuals and entities listed in the above paragraph, in addition to those defendants actually named in the above lawsuit, because among other reasons, they are third party beneficiaries of this Agreement.

3. Plaintiff has received payment of a certain monetary sum which is a portion of a total sum of money paid to his attorney, Michael J. Flynn. The total sum paid to Mr. Flynn is to settle all of the claims of Mr. Flynn's clients. Plaintiff's portion of said sum has been mutually agreed upon by Plaintiff and Michael J. Flynn. Plaintiff's signature below this paragraph acknowledges that Plaintiff is completely satisfied with the monetary consideration negotiated with and received by Michael J. Flynn. Plaintiff acknowledges that there has been a block settlement between Plaintiff's attorney, Michael J. Flynn, and the Church of Scientology and Churches and entities related to the Church of Scientology, concerning all of Mr. Flynn's clients who were in litigation with any Church of Scientology or related entity. Plaintiff has received a portion of this block

amount, the receipt of which he hereby acknowledges. Plaintiff understands that this amount is only a portion of the block settlement amount. The exact settlement sum received by Plaintiff is known only to Plaintiff and his attorney, Michael J. Flynn, and it is their wish that this remain so and that this amount remain confidential.

Signature line for Gerald Armstrong

4. For and in consideration of the above described consideration, the mutual covenants, conditions and release contained herein, Plaintiff does hereby release, acquit and forever discharge, for himself, his heirs, successors, executors, administrators and assigns, the Releasees, including Church of Scientology of California, Church of Scientology International, Religious Technology Center, all Scientology and Scientology affiliated organizations and entities, Author Services, Inc. (and for each organization or entity, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel); L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and trustee; and Mary Sue Hubbard, and each of them, of and from any and all claims, including, but not limited to, any claims or causes of action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153 and all demands, damages, actions and causes of actions of every kind and nature, known or unknown,

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for or because of any act or omission allegedly done by the Releasees, from the beginning of time to and including the date hereof. Therefore, Plaintiff does hereby authorize and direct his counsel to dismiss with prejudice his claims now pending in the above referenced action. The parties hereto will execute and cause to be filed a joint stipulation of dismissal in the form of the one attached hereto as Exhibit "A".

A. It is expressly understood by Plaintiff that this release and all of the terms thereof do not apply to the action brought by the Church of Scientology against Plaintiff for Conversion, Fraud and other causes of action, which action has already gone to trial and is presently pending before the Second District, Third Division of the California Appellate Court (Appeal No. B005912). The disposition of those claims are controlled by the provisions of the following paragraph hereinafter.

B. As of the date this settlement Agreement is executed, there is currently an appeal pending before the California Court of Appeal, Second Appellate District, Division 3, arising out of the above referenced action delineated as Appeal No. B005912. It is understood that this appeal arises out of the Church of Scientology's complaint against Plaintiff which is not settled herein. This appeal shall be maintained notwithstanding this Agreement. Plaintiff agrees to waive any rights he may have to take any further appeals from any decision eventually reached by the Court of Appeal or any rights he may have to oppose (by responding brief or any other means) any further appeals taken by the Church of

Scientology of California. The Church of Scientology of California shall have the right to file any further appeals it deems necessary.

5. For and in consideration of the mutual covenants, conditions and release contained herein, and Plaintiff dismissing with prejudice the action Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153, the Church of Scientology of California does hereby release, acquit and forever discharge for itself, successors and assigns, Gerald Armstrong, his agents, representatives, heirs, successors, assigns, legal counsel and estate and each of them, of and from any and all claims, causes of action, demands, damages and actions of every kind and nature, known or unknown, for or because of any act or omission allegedly done by Gerald Armstrong from the beginning of time to and including the date hereof.

6. In executing this Agreement, the parties hereto, and each of them, agree to and do hereby waive and relinquish all rights and benefits afforded under the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7. Further, the undersigned hereby agree to the following:

A. The liability for all claims is expressly denied by the parties herein released, and this final compromise and

settlement thereof shall never be treated as an admission of liability or responsibility at any time for any purpose.

B. Plaintiff has been fully advised and understands that the alleged injuries sustained by him are of such character that the full extent and type of injuries may not be known at the date hereof, and it is further understood that said alleged injuries, whether known or unknown at the date hereof, might possibly become progressively worse and that as a result, further damages may be sustained by Plaintiff; nevertheless, Plaintiff desires by this document to forever and fully release the Releasees. Plaintiff understands that by the execution of this release no further claims arising out of his experience with, or actions by, the Releasees, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against the Releasees.

C. Plaintiff agrees to assume responsibility for the payment of any attorney fee, lien or liens, imposed against him past, present, or future, known or unknown, by any person, firm, corporation or governmental entity or agency as a result of, or growing out of any of the matters referred to in this release. Plaintiff further agrees to hold harmless the parties herein released, and each of them, of and from any liability arising therefrom.

D. Plaintiff agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other

similar form, any writing or to broadcast or to assist another to create, write, film or video tape or audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff expressly understands that the non-disclosure provisions of this subparagraph shall apply, inter alia, but not be limited, to the contents or substance of his complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above. The attorneys for Plaintiff, subject to the ethical limitations restraining them as promulgated by the state or federal regulatory associations or agencies, agree not to disclose any of the terms and conditions of the settlement negotiations, amount of the

settlement, or statements made by either party during settlement conferences. Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to liquidated damages in the amount of $50,000 for each such breach. All monies received to induce or in payment for a breach of this Agreement, or any part thereof, shall be held in a constructive trust pending the outcome of any litigation over said breach. The amount of liquidated damages herein is an estimate of the damages that each party would suffer in the event this Agreement is breached. The reasonableness of the amount of such damages are hereto acknowledged by Plaintiff.

E. With exception to the items specified in Paragraph 7(L), Plaintiff agrees to return to the Church of Scientology International at the time of the consummation of this Agreement, all materials in his possession, custody or control (or within the possession, custody or control of his attorney, as well as third parties who are in possession of the described documents), of any nature, including originals and all copies or summaries of documents defined in Appendix "A" to this Agreement, including but not limited to any tapes, computer disks, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above, all evidence of any nature, including evidence obtained from the named defendants through discovery, acquired for the purposes of this lawsuit or any lawsuit, or acquired for any other purpose

concerning any Church of Scientology, any financial or administrative materials concerning any Church of Scientology, and any materials relating personally to L. Ron Hubbard, his family, or his estate. In addition to the documents and other items to be returned to the Church of Scientology International listed above and in Appendix "A", Plaintiff agrees to return the following:

(a) All originals and copies of the manuscript for the work "Excalibur" written by L. Ron Hubbard;

(b) All originals and copies of documents commonly known as the "Affirmations" written by L. Ron Hubbard; and

(c) All documents and other items surrendered to the Court by Plaintiff and his attorneys pursuant to Judge Cole's orders of August 24, 1982 and September 4, 1982 and all documents and other items taken by the Plaintiff from either the Church of Scientology or Omar Garrison. This includes all documents and items entered into evidence or marked for identification in Church of Scientology of California v. Gerald Armstrong, Case No. C 420 153. Plaintiff and his attorney will execute a Joint Stipulation or such other documents as are necessary to obtain these documents from the Court. In the event any documents or other items are no longer in the custody or control of the Los Angeles Superior Court, Plaintiff and his counsel will assist the Church in recovering these documents as quickly as possible, including but not limited to those tapes and other documents now in the possession of the United States District Court in the case of United States v. Zolin, Case No. CV

85-0440-HLH(Tx), presently on appeal in the Ninth Circuit Court of Appeals. In the event any of these documents are currently lodged with the Court of Appeal, Plaintiff and his attorneys will cooperate in recovering those documents as soon as the Court of Appeal issues a decision on the pending appeal.

To the extent that Plaintiff does not possess or control documents within categories A-C above, Plaintiff recognizes his continuing duty to return to CSI any and all documents that fall within categories A-C above which do in the future come into his possession or control.

F. Plaintiff agrees that he will never again seek or obtain spiritual counselling or training or any other service from any Church of Scientology, Scientologist, Dianetics or Scientology auditor, Scientology minister, Mission of Scientology, Scientology organization or Scientology affiliated organization.

G. Plaintiff agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organizations aligned against Scientology.

H. Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make

himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with and knowledge of the Church with anyone other than members of his immediate family. As provided hereinafter in Paragraph 18(d), the contents of this Agreement may not be disclosed.

I. The parties hereto agree that in the event of any future litigation between Plaintiff and any of the organizations, individuals or entities listed in Paragraph 1 above, that any past action or activity, either alleged in this lawsuit or activity similar in fact to the evidence that was developed during the course of this lawsuit, will not be used by either party against the other in any future litigation. In other words, the "slate" is wiped clean concerning past actions by any party.

J. It is expressly understood and agreed by Plaintiff that any dispute between Plaintiff and his counsel as to the proper division of the sum paid to Plaintiff by his attorney of record is between Plaintiff and his attorney of record and shall in no way affect the validity of this Mutual Release of All Claims and Settlement Agreement.

K. Plaintiff hereby acknowledges and affirms that he is not under the influence of any drug, narcotic, alcohol or other mind-influencing substance, condition or ailment such that his ability to fully understand the meaning of this Agreement and the significance thereof is adversely affected.

L. Notwithstanding the provisions of Paragraph 7(E) above, Plaintiff shall be entitled to retain any artwork created by him which concerns or relates to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above provided that such artwork never be disclosed either directly or indirectly, to anyone. In the event of a disclosure in breach of this Paragraph 7(L), Plaintiff shall be subject to the liquidated damages and constructive trust provisions of Paragraph 7(D) for each such breach.

8. Plaintiff further agrees that he waives and relinquishes any right or claim arising out of the conduct of any defendant in this case to date, including any of the organizations, individuals or entities as set forth in Paragraph 1 above, and the named defendants waive and relinquish any right or claim arising out of the conduct of Plaintiff to date.

9. This Mutual Release of All Claims and Settlement Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital. This Agreement may be amended only by a written instrument executed by Plaintiff and CSI. The parties hereto have carefully read and understand the contents of this Mutual Release of All Claims and Settlement Agreement and sign the same of their own free will, and it is the intention of the parties to be legally bound hereby. No other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically

incorporated herein shall be deemed to in any way exist or bind any of the parties hereto.

10. Plaintiff agrees that he will not assist or advise anyone, including individuals, partnerships, associations, corporations, or governmental agencies contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement.

11. The parties to this Agreement acknowledge the following:

A. That all parties enter into this Agreement freely, voluntarily, knowingly and willingly, without any threats, intimidation or pressure of any kind whatsoever and voluntarily execute this Agreement of their own free will;

B. That all parties have conducted sufficient deliberation and investigation, either personally or through other sources of their own choosing, and have obtained advice of counsel regarding the terms and conditions set forth herein, so that they may intelligently exercise their own judgment in deciding whether or not to execute this Agreement; and

C. That all parties have carefully read this Agreement and understand the contents thereof and that each reference in this Agreement to any party includes successors, assigns, principals, agents and employees thereof.

12. Each party shall bear its respective costs with respect to the negotiation and drafting of this Agreement and

all acts required by the terms hereof to be undertaken and performed by that party.

13. To the extent that this Agreement inures to the benefit of persons or entities not signatories hereto, this Agreement is hereby declared to be made for their respective benefits and uses.

14. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

15. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

16. In the event any provision hereof be unenforceable, such provision shall not affect the enforceability of any other provision hereof.

17. All references to the plural shall include the singular and all references to the singular shall include the plural. All references to gender shall include both the masculine and feminine.

18.(A) Each party warrants that they have received independent legal advice from their attorneys with respect to the advisability of making the settlement provided for herein and in executing this Agreement.

(B) The parties hereto (including any officer, agent, employee, representative or attorney of or for any party) acknowledge that they have not made any statement,

representation or promise to the other party regarding any fact material to this Agreement except as expressly set forth herein. Furthermore, except as expressly stated in this Agreement, the parties in executing this Agreement do not rely upon any statement, representation or promise by the other party (or of any officer, agent, employee, representative or attorney for the other party).

(C) The persons signing this Agreement have the full right and authority to enter into this Agreement on behalf of the parties for whom they are signing.

(D) The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing herein shall be construed to prevent any party hereto or his respective attorney from stating that this civil action has been settled in its entirety.

(E) The parties further agree to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement.

19. Plaintiff has been fully advised by his counsel as to the contents of this document and each provision hereof. Plaintiff hereby authorizes and directs his counsel to dismiss with prejudice his claims now pending in the action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153.

20. Notwithstanding the dismissal of the lawsuit pursuant to Paragraph 4 of this Agreement, the parties hereto agree that the Los Angeles Superior Court shall retain

jurisdiction to enforce the terms of this Agreement. This Agreement may be enforced by any legal or equitable remedy, including but not limited to injunctive relief or declaratory judgment where appropriate. In the event any party to this Agreement institutes any action to preserve, to protect or to enforce any right or benefit created hereunder, the prevailing party in any such action shall be entitled to the costs of suit and reasonable attorney's fees.

21. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date opposite their names.

Dated: December 6, 1986

GERALD ARMSTRONG

J. Ann A Richardson
Witness

Michael
Witness

Dated: 12/6/86

APPROVED AS TO FORM AND CONTENT:

M. J. Flynn
MICHAEL J. FLYNN
Attorney for
GERALD ARMSTRONG

Dated: December 11, 1986

Heber C. Jentzsch
for
CHURCH OF SCIENTOLOGY
INTERNATIONAL

Declaration of Gerald Armstrong

I, Gerald Armstrong, declare:

1. I have been advised by attorney Joseph A. Yanny that he has been sued by one or more Scientology entities, hereinafter referred to as "the organization," for inducing me to breach a settlement agreement I entered into with the organization in December 1986. I am making this declaration to show that this allegation is in every respect untrue.

2. I recieved a telephone call from Mr. Yanny to my answering machine on or about July 10, 1991. He left a message which simply said, "I need your help." I

called him back at which time he reiterated his request for my help and explained that because of organization machinations (which have been detailed in other declarations by other parties), Rick and Vicki Aznaran, plaintiffs and counter-defendants against the organization had been induced to fire their attorney, Ford Greene, and that Mr. Yanny had come into the case to ensure they had legal representation. Mr. Yanny also expressed during this conversation some personal concerns, which will remain private and confidential between Mr. Yanny and me.

3. I told Mr. Yanny at that time that I would help and that I would travel to Los Angeles on July 12. I asked him for five hundred dollars to cover my expenses, and told him he could consider it as purchase of stock in The Gerald Armstrong Corporation (TGAC). I also counseled Mr. Yanny at that time regarding his personal spiritual difficulties. (TGAC is a California Corporation in which, although it bears my name and I am its active officer,

I own no stock.)

4. I did travel to Los Angeles, did stay at Mr. Yanny's home, did work in his office on July 15 and 16, and did write and execute a declaration on July 16 giving my knowledge of the effect of the December 1986 group settlement agreements on the ability of the Aznarans and other individuals victimized by the organization to obtain proper legal representation. I also discussed with Mr. Yanny literary and

artistic matters, areas of the law, as a copyright and trademark attorney, in whic he has expertise. The majority of my time with Mr. Yanny concerned spiritual matters, an area in which I have expertise.

5. I refer this Court to my declarations of March 15, 1990 and December 25, 1990, and the exhibits thereto. These declarations detail the circumstances at the time of the December 1986 settlement and the many instances subsequently

when I was attacked
or threatened by the
organization in violation
of the settlement agreements.
these declarations make it
very clear that I consider
I have a right to counter
the organization's attacks,
to speak out against
its policy of "fair game"
and assaults on the
basic rights of individuals,
and to assist those
whom I would depend
on for protection against
the organization's legal
and extra-legal might
and antisocial acts.
It is therefore the org-

anization itself which
induced me. if I was
induced by any human
agency to do anything
which the organization
might consider a breach
of the settlement agreement.

6. But more than
a desire to protect
myself or right the
organization's unjust acts
towards me, however, I
helped Mr. Yanny for the
simple reason that he
asked. I will do the
same for anyone. The
organization is aware of
this fact because it
received my letter of

June 21, 1991, a copy of which will accompany this declaration as Exhibit 1, and acknowledged the letter's receipt in their letter of July 3, 1991, a copy of which will accompany this declaration as Exhibit 2. It is not only the right of all men to respond to requests for help, it is our essence. If I was induced, therefore, to help Mr. Janny, or anyone else, it was our Creator Who induced me. Mr. Janny, unlike the organization, was not aware of my dedication to helping my fellow humans, did not know of my June

21, 1991 letter, so acted in innocence.

7. I do not ask for or expect a fee for my help, although generally I do not refuse whatever is given me. I know that I am sustained completely by the Great Coordinator Who sends to me whomever He wants me to help. I therefore cannot be induced by money or whatever anyone can offer me.

I declare under the pain and penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 19th day of July at New York, New York.

G.

Gerald Armstrong

June 21, 1991

Eric M. Lieberman, Esq.
Rabinowitz, Boudin, etc.
740 Broadway, Fifth floor
New York, NY 10003

Via Federal Express

Dear Mr. Lieberman:

I received a call yesterday from Malcolm Nothling, the plaintiff in a defamation case against the organization in South Africa. He asked me to testify at the trial in early August.

②

After listening to his story and his understanding of organization philosophy and practises I agreed. I said, however, that I would first attempt to bring about a peaceful resolution of the Scientology conflict. Hence I'm writing you.

You will receive a photocopy of this letter because the original of my significant holographs are the property of a third party corporation by contract. I will, nevertheless, sign the photocopy, not so much because you or the organization representatives might doubt that I am the writer, but to add fifteen dollars to the value of your archive.

stol

And all of that is just another way of saying that serious matters are nothing to lose a sense of humor over.

I am certain that the Nothling matter

④

can be resolved easily with the following organizational actions:

1. A sincere public apology for its "declare" and other antisocial acts.

2. A sincere, public and complete repudiation of "fair game," philosophy of attack, vengeance and hatred, and elimination from Scientology literature of all policies advocating such philosophy.

3. Monetary settlement.

Mr. Nothling says he has no hope that the organization would do any of 1-3; and I recognize that it has exhibited no sign of rethinking its antisocial philosophy and practises. I also recognize that someday it will, and I do what I do because I believe it can be without, and not compelled by, a great human tragedy.

Thus far the organization has attempted to solve its problems with aggrieved individuals with mere monetary settlements and the occasional insincere announcement; e.g., Hubbard's famous elimination of the term "fair game," because it "causes bad PR," or the more recent blaming of the GO for all things bad and bastardly. And so the organization has brought upon itself more problems and made more aggrieved individuals who seek sincerity but end up taking insincerity and money.

tol

Because I will go wherever my help is ~~askef~~ asked for I will continue until the organization sincerely denounces "fair" "game" in all its forms, or kills me. It should be understood that I have many things to do in my work, far more important than the application of ethics to the organization of Scientology. I do this because it is asked of me by those aggrieved. When there are no longer any aggrieved asking for my help I will do something else.

Clearly there are others aggrieved by other organizations or nations who can use my help. They simply have not asked for it. It may be that the Scientology issue must be resolved in my life before I am called to help the others. I am not, and I'm sure you're also not, unaware that the organization has used my willingness to respond to requests for my help to entrap me and attack me. The only observable effect of the organization's ops and web of deceit has been an increasing willingness to help those likewise aggrieved by them.

I truly believe that the organization's problems can be easily eliminated. It can only be done philosophically; and since its philosophy contains within it the philosophical idea that its philosophy cannot be changed, it continues to appear that nothing can be done. That fact does not make a philosophic shift difficult, it simply means that it's a pretty silly philosophy.

Hubbard didn't have any original ideas just because there are ~~or~~ no original ideas. There are only two ideas and Hubbard chose the least effective and most boring of the two; the same idea which prevails in society. He wasn't worse than everyone else; he was the same. Scientology, by espousing the same idea as Hubbard and everyone else is ineffective and boring.

The real opposition is to Scientology's insistence that it is a religion. It isn't. It could be, but it isn't. And it isn't no matter what any government says it is, or any court or any lawyer. Almost the last people you'd want determining what is or is not a religion are judges and lawyers, since their profession depends on conflict, which within a religion cannot exist.

Among all human activities there is only one which is religious — forgiveness. And that, technically, and in every sense, in the recognition that what needs to be forgiven didn't happen. It is somewhat difficult, of course, for the organization, which uses peoples' pasts against them, to understand this simple fact.

I am certain that Hubbard caught a glimmer of this understanding, but did not triumph over his fear so chose instead of forgiveness, condemnation. There is nothing within that choice which threatens reality, or for which Hubbard should be condemned. It is merely not religion.

All of the things the organization does can be done by non-religious organizations or individuals. But forgiveness can only be done by the religious. Scientology, by publishing and defending its policy of unforgiveness; i.e., "fair game," "attack the attacker," SP declares, sec checks, lower conditions, etc., etc., is not to be condemned;

it is to be forgiven; but it is not a religion.

A church's only function is forgiveness and sanctuary. Since Scientology collects the facts of its members' past, for control, or any purpose, it is not a church. The lawyers and courts may call it a church, but it is like any non-church organization; e.g., KGB, ~~ge~~ republican party, etc. A church to be a church cannot maintain a cause of action. Others, carrying out their purpose, might choose to defend it, but a church, to be a church, would not defend itself. Of course, an organization with a stated senior policy that the best defense is attack, cannot be a church.

The world would welcome Scientology's doing something effective, yet condemnation, attack and hatred are without effect, and so the world continues to wait. And the Scientologists continue the boredom of unforgiving lives, and the lawyers and the few in control get rich and stay bored. And yes there are unforgiving and bored on both sides. But the forgiving are on no side. And I go where I'm asked to help. You haven't asked but I hope this helps anyway.

Mr. Rothlig will call me in about a week. I'll be reachable until then at (604) 795-5852.

⑰

I believe you understand whence I come, and I believe someone can do something.

Very truly yours,

G.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

--o0o--

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California Not-For-Profit Religious Corporation, Plaintiff, vs. GERALD ARMSTRONG, THE GERALD ARMSTRONG CORPORATION, a California Corporation, Does 1-25, inclusive, Defendants.	Case No. BC-052395

Reporter's Transcript of Oral Deposition

GERALD ARMSTRONG

Friday, August 19, 1994

VOLUME VII

Pages 793 through 945

Reported By: Rosalie E. Stefani
CSR No. 3215

degree.

Q. At the time you prepared this letter you understood that Mr. Nothling was engaged in litigation with one or more Church of Scientology entities?

A. Right.

Q. And that litigation was pending where?

A. In South Africa.

Q. Incidently, did you also send this letter to Mr. Leipold?

A. Yes.

Q. Daniel Leipold?

A. Yes.

Q. Did you volunteer to send this letter?

A. I'm not sure -- what was your question?

Q. I'll withdraw the question. Did you have any conversations with Malcolm Nothling before you sent this letter?

A. Yes.

Q. And when was the first such conversation?

A. In or about, I think, June of 1991.

Q. Do you remember the substance of the conversation?

A. I was in Canada at the time, and Mr. Nothling called me and requested that I testify at his trial, which was then set for, I believe, August, 1991.

Q. Yes?

A. So, at that time, Mr. Nothling -- I asked him -- or I believe I asked him but, in any case, he described to me what his case was about and said that he hadn't been able to get anyone to testify. And so I agreed at that time -- tentatively, I agreed to testify. I said that I would try to see if it could be resolved without the need for -- need to fly there and testify, and he agreed that that was -- you know, go ahead and give it your best shot. So that's what I did with my letter, which is attached.

Thereafter, Mr. Nothling and I spoke a number of times into July of 1991 essentially to coordinate and handle the logistics of getting me to South Africa.

Q. Do you recall anymore details of any such conversations?

A. Thereafter, while I was in South Africa, I lived with Mr. Nothling and his family, and we spoke many times through that period of related matters. And during the time that I was in South Africa, which was somewhere around, I believe, two and a half or three weeks, probably three weeks, I communicated both with him and with his lawyers in South Africa.

Q. You went to South Africa for the purpose of testifying in aid of Mr. Nothling, right?

A. Right.

Q. And you understood that he was a plaintiff in the litigation involving Church of Scientology entities, correct?

A. Right.

Q. And he didn't subpoena you, did he?

A. Yes, I did receive a subpoena once I arrived in South Africa.

Q. And when did you first learn that you would receive a subpoena in connection with the Nothling matter?

A. Although I don't have a specific date, I know that it was issued at some point when I was there.

Q. All right, but was there an arrangement that you -- or understanding that you entered into that you would receive a subpoena when you arrived in South Africa?

A. Not prior to my arrival.

Q. Who paid for your plane fare to South Africa?

A. To my knowledge, Mr. Nothling.

Q. Did you furnish any documents to Mr. Nothling before you went to South Africa?

A. It's my recollection that the only documents furnished to him were a copy of my letter, which I believe I sent to him at that time, my recollection, and -- although that may have waited until I got to South Africa. I'm just not certain at this moment. And there may have been documents relating to my travel, although that, again, I have no positive recollection of.

Q. When you say "your letter" are you referring to what has been marked as exhibit 18?

A. Well, attached to exhibit 18 is a letter of June 21, 1991, which I wrote, and it concerned my attempt to resolve the Scientology conflict without there being the need to testify.

Q. You're referring to a handwritten letter dated June 21, 1991 addressed to Eric Lieberman, Esq.?

A. Yeah.

Q. On the last page, is that your signature, G, period, and then some form of Armstrong?

A. That's my signature.

Q. All right, under "very truly yours"?

A. Yes.

Q. And you wrote the entirety of this 17-page letter?

A. Yes.

Q. You wrote it on behalf of Mr. Nothling?

A. No, it's really on -- I mean, his case precipitated it, and I hoped that it might work to resolve his case, but it really was written not as a -- me find, produce.

MR. HERTZBERG: Off the record.

(Discussion off the record)

MR. HERTZBERG: Read back the last -- oh, he has agreed to search, right?

MR. GREENE: Right.

MR. HERTZBERG:

Q. With reference to exhibit 18, Mr. Armstrong, did you discuss this letter with Mr. Nothling before you sent it?

A. Here we're referring to the first letter dated December 22, 1992, correct?

Q. Yes, with the attachment.

A. Right. This was precipitated by the announcement that Mr. Nothling's trial was again set for a particular date. And my recollection is that I said that I would one more time try to resolve it without my having to travel to South Africa.

Q. And you expressed that desire to whom?

A. Well, I expressed it in -- you asked me about a communication with Mr. Nothling. I thought that's what we were talking about, so that's what I was referring to, but I also expressed it within the letter, itself. That's the other expression of it. So if you're meaning that I expressed it to all of the intended recipients of the letter, itself, --

Q. And in settling Mr. Nothling's case you were seeking to have the church capitulate in some form in that litigation, right?

MR. GREENE: Objection, vague and ambiguous.

THE WITNESS: Yeah, I don't see it as a capitulation. I see it as the standing up and not capitulating, so we see that differently but, you know, moving from that hard position of attack the attacker, I would not see as capitulating.

MR. HERTZBERG: Well, let's be more specific.

Q. Look at page six of exhibit 18, Arabic number one, in the middle of the page, following the phrase "here is my proposal." One, settle the Nothling case. What did you intend when you wrote that to be the manner in which the case was settled?

A. Well, I think "settling," that is an honest agreement between the parties that both parties can live by which eliminates the conflict in the legal arena between the parties.

Q. I want you to be more specific, Mr. Armstrong. Maybe you didn't understand my question. I'm asking you a very precise question focused very specifically on what you meant when you wrote on page six of this letter, "settle the Nothling case." What did you intend to be the settlement?

A. What I mean -- well, I didn't intend -- it's up to the parties. I don't -- I did not get into a discussion and have no care in the world as to what the terms of the settlement are, but I understand what a settlement is, and so that's what I meant by settlement. I mean, where the parties honestly and not -- you know, your idea of settlement is something different from mine, but I meant my concept with regard to settlement.

Q. I see. Actually, the only concept of settlement that's relevant in this case is what the courts think, but let's focus again on the efforts you were making here in your December 22nd, 1992 letter.

Would you have considered it, say, if the settlement had consisted of Mr. Nothling paying a sum of $100,000 to the church parties; that would have been all right with you?

A. I did not consider that as an option, and I did not even get into the consideration of what made sense.

I understood at that point that Mr. Nothling had in pursuit of his claims probably run up a reasonable attorney's bill. So that is, in my mind, as I'm in the same situation myself, whether I consider that settlement is not -- okay, we'll stop beating on you, Gerald Armstrong; isn't that a nice settlement.

No, settlement is something that is reasonable and agreed to, but I did not get into the consideration of, well, if Mr. Nothling pays them, that's fine, but do I -- you want to ask me from my -- from my understanding of things legal and the way things work in the legal business, do you want --

Q. No, I don't.

A. Okay, right.

Q. I want you to look at the second paragraph, which is bearing Arabic number one on page six, and I'll read it to you:

Malcolm Nothling has a claim and has survived a lot to get to trial. His costs, not much by U.S. litigation standards, must be recognized, and he must be made whole financially, ethically and publicly. I am convinced that his daughter, but for your control of her mother and her life, would enjoy a healthy, loving relationship with her father. Therefore, you must do whatever is within your power to reunite them. You wrote that?

A. Right.

Q. Isn't that what you considered to be the acceptable parameters for a settlement of the Nothling case?

A. This is what I understand to be the facts. You do with it what you consider --

Q. Well, I'm asking you, Mr. Armstrong, to look at your own letter of December 22nd and juxtapose the phrase "settle the Nothling case" with the first full paragraph that follows that, which I have just read, and tell me whether that descriptive paragraph does not inform what you meant when you said earlier, settle the Nothling case, yes or no?

A. Absolutely. These are the facts which underlie it, and those are the things which in my estimation ought to be considered.

Q. All right.

A. But what you do -- I am looking at it from the viewpoint of I am involved. I am involved in all of these things. I'm involved as a friend of Ed Roberts. I have been asked one more time to testify in the Nothling case. What makes sense to me? How can I do what makes sense to resolve this?

Now, I understand that I'm talking to people who just don't want to hear this, but at least I'm communicating what makes sense to me and I think in a rational way, and too bad if they don't want to hear it, but they should.

Q. Too bad if the church doesn't want to hear it?

A. Too bad, yeah.

Q. Yeah, and you -- you felt that Mr. Nothling was the party that was entitled to receive justice in this matter, wasn't he?

A. Yep. From what I know of the circumstances and having gone through some of the things that happened to him, knowing the effect of declares, knowing the effect of the isolation, and disconnection actions, yeah. And they're in a position to do something about it -- the organization can.

Q. And having made that evaluation you felt, at the least, that what you called the organization should furnish Mr. Nothling with his costs, correct?

A. I'm simply saying that --

Q. Yes or no, his costs?

A. It says what it says.

Q. All right. So we can agree before I move on, then, what you felt would be a just result would involve the settlement along the terms that you outlined in the full paragraph numbered one at the bottom of page six of your December 22nd letter, right?

MR. GREENE: The document speaks for

itself.

MR. HERTZBERG: All right, I'll accept that characterization unless he's disavowing it.

THE WITNESS: No, this is what I have said.

MR. HERTZBERG: All right.

Q. When was the most recent conversation you had with Malcolm Nothling?

A. I would say two weeks ago.

Q. And what was the occasion of that conversation?

A. He called to let me know that there had been a trial date set.

Q. And did you discuss any form of participation by yourself in that trial?

A. To the extent that we discussed flight arrangements, yes.

Q. What was that discussion?

A. That involved the approximate time and the period of the trial and about how long I would be in South Africa.

Q. And this is a conversation between you and Mr. Nothling?

A. Yes.

Q. And you have agreed to testify at the reset trial in Mr. Nothling's case?

A. Yes.

Q. And you understand him to be a plaintiff in that case?

A. Yes.

Q. And have you been subpoenaed to appear in that case?

A. Yes.

Q. When did you receive the subpoena?

A. I received a subpoena when I was in South Africa, so it would have been in 1991.

Q. Is this the same subpoena that you have previously testified to?

A. Right.

Q. And you have a copy of that subpoena?

A. I believe so. I'm not certain, but I believe so.

MR. HERTZBERG: I'd like a copy of that to be produced, Mr. Greene.

MR. GREENE: That's added to the list; same representations apply.

MR. HERTZBERG: That you will search, and if you find it --

MR. GREENE: Search, find and produce.

MR. HERTZBERG:

Q. Did you receive a witness fee at the time, Mr. Armstrong, when you received that subpoena?

A. I believe that I was issued a check.

Q. Did you cash that check?

A. I believe I did not.

Q. Do you still have the check?

A. I think so.

Q. Do you intend to cash it?

A. I'm not sure.

Q. Has any counsel -- I'll ask another question.

Has anybody informed you that the subpoena which you received in 1991 isn't a subpoena that is effective as to the prospective Nothling trial?

A. No, no one has advised me one way or the other.

Q. You assume it is?

A. I assume what?

Q. Do you assume that that subpoena is -- remains a valid subpoena in full force and effect?

MR. GREENE: Objection, calls for a legal conclusion.

MR. HERTZBERG: No, it doesn't. I'm just asking whether he assumes it, not whether he has concluded it.

MR. GREENE: All right.

THE WITNESS: I have -- I recognize that it may not be valid and in effect especially because of the amount of time in between. I also recognize and assume that I would be issued another subpoena prior to my testifying if it went that far.

MR. HERTZBERG:

Q. Have you discussed the subject of receiving a new subpoena with Mr. Nothling or anyone else in connection with the newly-set trial?

A. No.

Q. Do you intend to go regardless of whether you receive a new subpoena?

A. I believe that I will only testify if I receive a subpoena.

Q. Would you -- would you require that subpoena to be sent to you before you traveled to South Africa?

A. No.

Q. Have you sent any documents to Mr. Nothling in the past two years?

A. I may have.

Q. What's your best recollection?

A. Is that I'm uncertain.

Q. Is there anything that could refresh your recollection?

4446

EXHIBIT NO. 78
FOR IDENTIFICATION
DATE: 3-10-93 LN

December 22, 1992

David Miscavige and all other individuals who participate in the control of Scientology
C/O Laurie J. Bartilson, Esquire
Bowles & Moxon
6255 Sunset Blvd., Suite 2000
Los Angeles, CA 90028

Re: Nothling v. Scientology

Dear David and all others involved:

I am writing this to you, and the various copy recipients listed below, because there are certain things it is fair that you know. Although it is the trial in the Nothling case, which, I understand, is set for early February, that has moved me to write at this time, the idea of writing has made addressing a number of other subjects also timely.

You will recall that in June of 1991 when Malcolm Nothling called me and asked me to testify in his case in Johannesburg I wrote to the organization via Eric Lieberman to see if by initiating communication on the subject you might see that there was an answer to your litigation problems different from the one you and your erstwhile leader had been believing in and pursuing as long as any of us can remember.

Mr. Lieberman wrote back, essentially advising me you said stick it in my ear, and that more, not less litigation was going to be the same old solution; and to not expect communication other than the solidest of sorts. Copies of Mr. Lieberman's and my letters are enclosed herewith.

I did travel to South Africa in 1991 to testify, as you know, but the trial was postponed on the organization's motion. Now it's set to happen again. Again Mr. Nothling has asked me to testify, again I have agreed, and again I am writing you to see if there is any sense in attempting to unfoment this litigation.

Your public attack line that Gerald Armstrong foments litigation against you is particularly hurtful because of what I have done and continue to do to unfoment litigation. Even my signing of your settlement agreement was, in the face of your intent to hurt me, which fact is settled by the agreement itself, an act only of unfomentation.

You all should take a good hard look at the hurt your practices, certainly your litigation practices, cause in the world. And you don't have to desist in them because of anything I've said. You can knock off those bad practices for any reason you want, including because they don't work and make no sense.

All the decent people, believe me, in your organization want you to get out of the stupid attack-the-attacker business, and they'd salute you for getting the organization out of that silliness, but they're too frightened. You shouldn't frighten good people that way. It's cruel. And any thinking soul knows that you guys are only acting out of fear, so you really are not fooling anyone with your blindness and bluster.

I realize you've put your faith in really bad things, like lies and PR, threats and bullying, and really mean people, like Gene Ingram. And I'm aware that having put your faith in badness for so long, and spent so many millions of dollars to have so many bad lawyers make so many bad decisions and add so much to their brethren's bad name, it can seem impossible to quit. But you must. All it will take is the willingness to unfoment your litigation.

Eugene M. Ingram has done such nasty things to so many people in the service of your organization, you and he should be spanked. His terrible charge at the CAN convention that I have AIDS is heartbreaking, not because I have AIDS, which I don't, but because your pet pit viper personalizes and focuses your organization's institutionalized hatred.

By accusing me of having AIDS, you and Ingram attack not just me, you attack the many people whose lives have been touched by this disease, or for that matter touched by your organization, and you attack yourself. Your similar-veined attacks on other people of good will at the CAN conference, like Father Kent Burtner, has brought your organization to ignomy.

But the target of faith can be rechosen. And that is where I urge sense and unfomentation. Put your faith in what is real, what is true, what can always be depended on. Put your faith in what in people is true, unchanging and ceaselessly loving. Putting your faith in lies, PR, threats, bullying and bullies you will always betray yourself because you put your faith in nothing; and you and every being everywhere have a right to everything that nothing isn't.

Likewise don't put your faith in litigation or your use of the courts to harass. It is possible to be faithful to a higher ideal than wins in court. If you have put your faith in lies, leverage, advantage and bullying to secure a win, you have gained nothing. If you put your faith in truth, hope, charity, love, no matter the courtroom outcome you have everything; that's religion.

Since the 1991 almost trial in the Nothling case the California Court of Appeal issued its opinion in the appeal you took from the Breckenridge decision in Armstrong I, the California Supreme Court denied review, and the Court of Appeal denied your motion to seal the appellate record. You brought and lost the motion to enforce the settlement agreement before Judge Geernaert in Armstrong I, and then you sued me to enforce it in Armstrong II.

In May Judge Sohigian issued his ruling refusing to enforce the agreement, although enjoining me from testifying unless pursuant to a subpoena. He also ruled that I did not have to not make myself amenable to service of process. I will supply a copy of the Breckenridge decision, the Armstrong opinion and the Sohigian injunction to any of the recipients of this letter upon request.

Because you didn't appeal from the Sohigian injunction, you have accepted it. I believe as well that for a valueless desire for a valueless win at any cost you also accepted his dicta; e.g. "involves abusing people who are weak," "involves techniques of coercion," "a very, very substantial deviation between [your] conduct and standards of ordinary, courteous conduct and standards of ordinary, honest behavior," "be sure you cut the deck," "make sure to count all the chips."

As a result, I consider myself free to do anything anyone can, except testify absent a subpoena. Much of what I am permitted do I am going to do. I am going to write freely, speak freely, publish, talk to the media, associate freely, and continue, until you put your faith in something more religious than what is bad in jurisprudence, to confront the injustice you bring to court.

In the next month or so I expect to initiate speaking or media events to help pay the enormous costs of this litigation. And I expect to promote my legal position within the publishing industry, because my story and my writings on the subject are literarily and commercially worthy.

I will continue to associate with and befriend all those people I consider you attack unjustly and senselessly. I will make my knowledge and support available to the Cult Awareness Network, a group of people of good will you vilify, in all the litigation you have fomented against them. I will make my knowledge and support available to any Scientologist who is afraid to go anywhere else for understanding, and to the families of Scientologists your organization has estranged. I will even make my knowledge and support available to entities like Time and people like Rich Behar in their defenses from your attacks.

I will, nevertheless, remain available to do whatever I can to unfoment your litigation. I will meet with you, talk with you, help you to find a better solution to your problems. Because of your decision to not have anyone communicate with me, no one from your organization has. I get a little lawyer contact, lots of PI BS, an OSA hearing or deposition attender, enough psychic skirmishes for an army, but, for the life of me, no real people.

In 1991, fantastically, I was the only person in the world, other than Malcolm Nothling himself, who was willing to testify at his trial. And that was enough reason to go. In February 1993, although at this trial I probably won't be the only person willing to testify, there will still be ample reasons to go, unless the case can be resolved.

I really would rather there was no trial and I really would rather not go. Lord knows this last period has been overwhelming and the litigation behemoth terrifying; and Lord knows I have my own calling, which has nothing to do with your legal problems. So I'm willing to do a lot to unfoment the Nothling litigation, and all the tangled legal webs you've woven. But I sure can't do much if you continue to see legal warfare as the solution to your problems and continue to pay the millions your legal mercenaries say the warfare costs.

I am aware that with enough money to enough lawyers you, the leaders of your organization, can hide yourselves and make your roles in your trumped-up war seem very important. There is no doubt this is desirable, it just isn't fair. The real purpose of your little war is to facilitate your doing something different from Scientology, while all those whom you control must go through the daily grind you say you're above.

I don't fault you for doing something different from Scientology, but I do not find acceptable your holding Scientologists in bondage to your catastrophic cause, enforcing your lie that you have their best interests in mind, robbing their years of youth and vigor, and putting them at risk while you show up at the occasional ribbon cutting ceremony, lunch with lawyers and the like, sucker celebs, run PIs and intel ops, conspire, cheat, lie, steal, bully and destroy. I urge something more creative as a better idea.

Your hardworking staff members and people of good will around the world who have supported you financially and spiritually will not for much longer be fooled by your foolishness and will stop believing your lies. They will speak to each other, they will speak out against your suppression, and they will act to free themselves and their friends. You cannot much longer, as we move societally into the age of wisdom, cynically and sillily intimidate good people with threat and suppress good people with lies.

There is the matter of mitigation of damages which, because you insist your lawyers tell you what you pay them to say, you may not have heard or yet understood. In that by the Sohigian ruling I am permitted to speak freely, write freely, publish freely, associate freely, when, it could be argued, and you have, that prior to the ruling and pursuant to the settlement agreement I was not so permitted, I have, in your attempt to enforce the agreement, prevailed.

By not appealing the Sohigian ruling you have acquiesced thereto. I am therefore due costs and fees in Armstrong II plus the costs and fees you already owe in your earlier losing and unappealed effort in Armstrong I. But in addition to the fees and costs now owing, and increasing as you protract this already lost litigation, there is the cumulative effect of your legal onslaught which, continuing after the case was lost, if not before, is in every minute malicious.

Gerald Armstrong and The Gerald Armstrong Corporation (TGAC) must also mitigate their damages. I have a duty, therefore, to end this litigation as quickly as possible. Thus I write to so many organizational recipients; thus I canvass to see if within the organization's many parts, all put at risk by their leaders' asininity and mean-spiritedness, there are people of good will who will see sense in what is in their best interest.

That after the Sohigian ruling you sued TGAC (pronounce that Tee-Gee-Ack) is silly and self-destructive. The only thing in the world Gerald Armstrong, individual, is prohibited from doing by the "injunction," is testifying about his Scientology history and knowledge without first accepting the perfunctory subpoena. TGAC only came into existence in 1987, six years after Gerald Armstrong's organization experiences ended, and a year after the Armstrong I litigation "settled."

TGAC cannot testify, with or without subpoena, about any Scientology experiences, because it has had, aside from those which have flowed from your lawsuit, none. Since no one, including TGAC, is prohibited by Sohigian from doing any of the things TGAC actually is capable of doing, it is free to do everything anyone or any other corporation can; and by not appealing the injunction you have so agreed. Thus, having no conceivably legitimate claim against TGAC, you depend on one manufactured from madness, and you must therefore dismiss the mess you've made.

There is also, as mentioned above, the fact that in order to defend myself from your attacks and to fund the defense of the litigation you have fomented I must speak and must publish. I'm sure you understand that I remain completely confident that no court, other than the odd one your mercenaries are able to compromise with bucks, babes or bull, will order me to not defend myself.

I realize you will probably claim to be offended by everything I've written in this letter. I can't do much about that because you seem to take offense no matter what I say or write, or don't. For, *inter alia*, that reason I haven't said or written it differently. I really don't blame you for being offended and I don't expect you not to be offended; nor will I be offended if you are. I think my position is obvious and I think peace is worth doing something about, even if the fomenters of war are offended. I've used the words I've used because to me they make sense and they're a facet of my craft.

This letter is not really, however you may take it, a complaint nor an attack. It is an effort to unfoment your litigation, into which I have been, albeit for some God-given purpose, drawn. So, neither forgetting nor ignoring Judge Sohigian's admonition not to settle Armstrong II, but still hoping, with my heart crossed, here is my proposal:

1. Settle the Nothling case;
2. Settle with Ed Roberts;
3. Dismiss your complaint against TGAC and Gerald Armstrong;
4. Remove all your bar complaints against Ford Greene;
5. Pay my attorney fees and costs;
6. We will dismiss the cross-complaint and appeal;
7. Cancel the agreement;
8. Return all materials you've stolen from me at any time;
9. Pay me whatever you want, including, but not limited to, nothing.

1. Malcolm Nothling has a claim and he has survived a lot to get to trial. His costs, not much by US litigation standards, must be recognized, and he must be made whole financially, ethically and publicly. I am convinced that his daughter, but for your control of her mother and her life, would enjoy a healthy, loving relationship with her father. Therefore you must do whatever is within your power to reunite them.

2. You know about the Ed Roberts case because Ms. Bartilson interrogated me about my providing assistance to Mr. Roberts in my last series of depositions in Armstrong II, and one of your lawyers, Marcello Di Mauro, in earlier times communicated about him with Ford Greene. Ed Roberts is a friend of mine who

was sucked dry and flat out robbed by your registrars on the way to an up- or downstat week of no consequence to anyone as it turns out, and always does, but Ed.

I have found myself in the silly position of being the only person in the world willing to help Mr. Roberts against your organization. Again, I have no desire to have Mr. Roberts engage you in litigation. In fact his situation can be resolved without your fomenting not only more litigation, but more ill will and silliness. For you it is merely an accounting matter. You ripped Mr. Roberts off; now pay him what is needed to make him whole again.

Mr. Roberts' case of Scientology lies, threats, treachery and thievery, his own money then used to pay your pittiless pettifoggers to prevent him from anything resembling redress, is being played and replayed every day of the year in your orgs. I would think that the three or so million you wasted on your inane USA Today ads to counter Richard Behar's few good pages could have taken care of three hundred Mr. Roberts and done a heap of good.

All your ads did was a heap of bad: more lies, more hate, more embarrassment for Scientologists everywhere, another dead forest, and an uncharitable little delay to your victims before they are made whole. The Ed Roberts case is, in my opinion, the proof of Time's theme: that you are - all of you at the top of your organization - a cult of greed. But worse, you squander your plunder, as witness Toronto, starve the good and fatten your PIs and proctors and their proctologists. And all with the fatuous excuse of a right to defend wrongness and attack rightness because your "religion's" stupidity is, in our courts of law, beyond question.

Anyway I want to have Ed's needs taken care of toot sweet. He probably wouldn't think less of you if you didn't apologize, but I think it's a good idea and sure couldn't hurt.

3. I don't care what order everything is done in. I think whatever is most practical, sensible and ergonomically sound is the way to approach this particular program, which, I'm sure can be wrapped up in a couple of days.

4. This is easy. These Ingram-generated efforts have only served to shine a light on your invidiously scheming enterprise. All your similarly baseless bar complaints against my other lawyer, Michael Flynn, came to nothing. You should learn from the earthworms. Filing no spurious bar complaints whatsoever they demonstrate their superior philosophy.

5. Although they're in the range of, I don't think fees and costs are over $500,000. Clearly nothing is going to happen

unless you cover my attorneys' fees and costs. To leave me with that indebtedness is unfair and unworkable. You will recall that I made a proposal in 1984, being then scared and weak: pay my lawyers' fees and costs of, I guessed, $150,000, and I'll quit. You, and in those days, Hubbard, said no way. I, less scared and much stronger, urge you to choose again.

6. Dismissal of the cross-complaint is easy. I'll take care of it.

8. I'm aware this may for a long time remain a pettiness you'd rather not confront. But I can guarantee that if you return my materials - the Hubbard letters manuscript, the Cones, all the other materials you and your PIs have stolen from me over the years, I will not bring criminal charges, and I won't even bring the subject up again.

9. You have to cancel the settlement agreement in order to demonstrate to yourselves that it was the wrong thing in which to put your faith. You will notice that when you cancel the agreement nothing will happen. Yet you will have freed me. And that is what you should make Scientology's only business: freeing people. You will also observe that when you free me you free yourselves; in fact you cannot yourselves be free unless you free me.

Regarding my relationship with you after you cancel the agreement, that is where you must reassert your faith. Have the faith that I will neither say nor write worse things about you if you free me to do so. As you know I can say some pretty pointed things about you now just because you won't cancel that degrading document. Put faith in what occurs in silence. Put faith in the inevitable.

7. You decide. If you think I did a lousy job unfomenting your litigation, pay me zippo. Even if it all works for everyone, timing inspired and ideas a Godsend, you don't have to pay me anything. I generally don't refuse what's offered. You know how much I'm worth.

I haven't forgotten Wollersheim, Yanny I & II, the Aznarans, the CAN litigation, claimants all over the place, your government lawsuits, the rest of the settlement signatories, your taxes, nor your image and media distress, and I think it's appropriate to say that I can help you unfoment those problems as well. I would, of course, need half a chance.

If you look deep in your hearts I believe you'll find you really do not want Scientology's legacy to be one of suppression; suppression of the Constitution, human dignity, truth, religion, justice, even suppression of your own good selves. Wouldn't it be better to be known as the people who ended the madness in peace and style; a radical recognition of the transcendence of quantum scientology. LRH was Newtonian in his physics and relativistic epistemologically. I like to call one aspect of my philosophy, *inter alia* non-mutual exclusivity.

I believe that everyone will become a person of good will, that everyone already is, has been and will forever be, that there is progress and perfection, hope and reason, that to know who we are we must accept the truth of our relationship to our Creator, that all about us that we made is illusion, that we have reason to be grateful that is so, that our Creator, God, our Father Loves us in the same Love by which He created us and holds us always safe and always loved in that Love, that we, His children, are one and One with Him, that the means by which He is remembered, and hence our relationship, and hence who we are, and hence what we know, is forgiveness, that forgiveness is the recognizing of illusion for what it is, that creation is our nature, and that everything is all there is.

With a wish for peace in 1993, I remain hopeful and,

yours sincerely,

Gerald Armstrong
715 Sir Francis Drake Blvd.
San Anselmo, CA 949650
(415)456-8450

:ga

cc: Malcolm Nothling
Ed Roberts
Lawrence Wollersheim
Richard & Vicki Aznaran
Richard Behar
Ford Greene, Esquire
Paul Morantz, Esquire
Joseph A. Yanny, Esquire
Toby L. Plevin, Esquire
Graham E. Berry, Esquire
Stuart Cutler, Esquire
Anthony Laing, Esquire
John C. Elstead, Esquire
Michael J. Flynn, Esquire
Fr. Kent Burtner

Margaret Singer, PhD.
Cult Awareness Network
Daniel A. Leipold, Esquire
Church of Scientology International
Church of Scientology of California
Religious Technology Center
Church of Spiritual Technology
Church of Scientology ASHO
Church of Scientology AOLA
Founding Church of Scientology of Washington, D.C.
Church of Scientology Flag Service Organization
Church of Scientology of Arizona
Church of Scientology of Los Angeles
Church of Scientology of Stevens Creek
Church of Scientology of Sacramento
Church of Scientology of San Francisco
Church of Scientology of Washington State
Church of Scientology of Boston
Church of Scientology of Portland
Church of Scientology of New York

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RABINOWITZ, BOUDIN, STANDARD, KRINSKY & LIEBERMAN, P.C.
ATTORNEYS AT LAW
740 BROADWAY AT ASTOR PLACE
NEW YORK, N.Y. 10003-9518

TELEPHONE (212) 254-1111
CABLE "RABOUDIN, N.Y." TELEX 225028
FACSIMILE (212) 674-4614

LEONARD B. BOUDIN (1912-1989)
MICHAEL B. STANDARD
MICHAEL KRINSKY
ERIC M. LIEBERMAN
ELLEN J. WINNER
EDWARD COPELAND
ELIZABETH ST. CLAIR
TERRY GROSS

BETH M. MARGOLIS
NICHOLAS E. POSER
DAVID B. GOLDSTEIN
DAVID GOLOVE*
HILLARY RICHARD
LINDA S. BOSNIAK

*ADMITTED IN CALIFORNIA ONLY

COUNSEL
VICTOR RABINOWITZ
HAYWOOD BURNS
LEONARD I. WEINGLASS
JOHN MAGE
JUDITH LEVIN

7-10-91

July 3, 1991

Gerald Armstrong
P.O. Box 751
San Anselmo, California 94960

Re: Malcolm Nuthling v. Church of Scientology

Dear Mr. Armstrong:

I have your letter of June 21. The Church is not interested in trying to settle the Malcolm Nuthing case in South Africa through your intervention. In addition, it is the position of the Church that any voluntary agreement by you to testify in such a case, in South Africa, without compulsion of subpoena, would violate your settlement agreement.

Very truly yours,

Eric Lieberman /sl

Eric M. Lieberman

EML/sl

June 21, 1991

Eric M. Lieberman, Esq.
Rabinowitz, Boudin, etc.
740 Broadway, Fifth floor
New York, NY 10003

Via Federal Express

Dear Mr. Lieberman:

I received a call yesterday from Malcolm Nothling, the plaintiff in a defamation case against the organization in South Africa. He asked me to testify at the trial in early August.

(2.)

After listening to his story and his understanding of organization philosophy and practises I agreed. I said, however, that I would first attempt to bring about a peaceful resolution of the Scientology conflict. Hence I'm writing you.

You will receive a photocopy of this letter because the original of my significant holographs are the property of a third party corporation by contract. I will, nevertheless, sign the photocopy, not so much because you or the organization representatives might doubt that I am the writer, but to add fifteen dollars to

std the value of your archive.

And all of that is just another way of saying that serious matters are nothing to lose a sense of humor over.

I am certain that the Nothling matter

can be resolved easily with the following organizational actions:

1. A sincere public apology for its "declare" and other antisocial acts.

2. A sincere, public and complete repudiation of "fair" game," philosophy of attack, vengeance and hatred, and elimination from Scientology literature of all policies advocating such philosophy.

3. Monetary settlement.

Mr. Nothling says he has no hope that the organization would do any of 1-3; and I recognize that it has exhibited no sign of rethinking its antisocial philosophy and practises. I also recognize that someday it will, and I do what I do because I believe it can be without, and not compelled by, a great human tragedy.

Thus far the organization has attempted to solve its problems with aggrieved individuals with mere monetary settlements and the occasional insincere announcements; e.g., Hubbard's famous elimin-ation of the *term* "fair game," because it "causes bad PR," or the more recent blaming of the GO for all things bad and bastardly.

ital

And so the organization has brought upon itself more problems and made more aggrieved individuals who seek sincerity but end up taking insincerity and money.

¶ Because I will go wherever my help is ~~askef~~ asked for I will continue until the organization sincerely denounces "fair" "game" in all its forms, or kills me. It should be understood that I have many things to do in my work, far more important than the application of ethics to the organization of Scientology. I do this because it is asked of me by those aggrieved. When there are no longer any aggrieved asking for my help I will do something else. Clearly there are others aggrieved by other organizations or nations who can use my help. They simply have not asked for it. It may be that the Scientology issue must be resolved in my life before I am called to help the others. I am not, and I'm sure you're also not, unaware that the organization has used my willingness to respond to requests for my help to entrap me and attack me. The only observable effect of the organization's ops and web of deceit has been an increasing willingness to help those likewise aggrieved by them.

I truly believe that the organization's problems can be easily eliminated. It can only be done philosophically; and since its philosophy contains within it the philosophical idea that its philosophy cannot be changed, it continues to appear that nothing can be done.

that fact does not make a philosophic shift difficult, it simply means that it's a pretty silly philosophy.

Hubbard didn't have any original ideas just because there are ~~on~~ no original ideas. There are only two ideas and Hubbard chose the least effective and most boring of the two; the same idea which prevails in society. He wasn't worse than everyone else; he was the same. Scientology, by espousing the same idea as Hubbard and everyone else is ineffective and boring.

The real opposition is to Scientology's insistence that it is a religion. It isn't. It could be, but it isn't. And it isn't no matter what any government says it is, or any court or any lawyer. Almost the last people you'd want determining what is or is not a religion are judges and lawyers, since their profession depends on conflict, which within a religion cannot exist.

Among all human activities there is only one which is religious — forgiveness. And that, technically, and in every sense, is the recognition that what needs to be forgiven didn't happen. It is somewhat difficult, of course, for the organization, which uses peoples' pasts against them, to understand this simple fact.

I am certain that Hubbard caught a glimmer of this understanding, but did not triumph over his fear so chose instead of forgiveness, condemnation. There is nothing within that choice which threatens reality, or for which Hubbard should be condemned. It is merely not religion.

All of the things the organization does can be done by non-religious organizations or individuals. But forgiveness can only be done by the religious. Scientology, by publishing and defending its policy of unforgiveness; i.e., " "fair game," "attack the attacker," SP declares, sec checks, lower conditions, etc., etc., is not to be condemned;

it is to be forgiven; but it is not a religion.

A church's only function is forgiveness and sanctuary. Since Scientology collects the facts of its members' past, for control, or any purpose, it is not a church. The lawyers and courts may call it a church, but it is like any non-church organization; e.g., KGB, ~~ze~~ republican party, etc. A church to be a church cannot maintain a cause of action. Others, carrying out their purpose, might choose to defend it, but a church, to be a church, would not defend itself. Of course, an organization with a stated senior policy that the best defense is attack, cannot be a church.

The world would welcome Scientology's doing something effective, yet condemnation, attack and hatred are without effect, and so the world continues to wait. And the Scientologists continue the boredom of unforgiving

lives, and the lawyers
and the few in control
get rich and stay bored.
And yes there are un-
forgiving and bored on
both sides. But the
forgiving are on no side.
And I go where I'm asked
to help. You haven't
asked but I hope this
helps anyway.

Mr. Hothling will call
me in about a week.
I'll be reachable until
then at (604) 795-5852.

I believe you understand whence I come, and I believe someone can do something.

Very truly yours,

G.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

--oOo--

CERTIFIED COPY

CHURCH OF SCIENTOLOGY INTERNATIONAL,
a California not-for-profit religious
corporation,

Plaintiff,

vs. No. BC 052395

GERALD ARMSTRONG; DOES 1 through 25,
inclusve,

Defendants.

DEPOSITION OF
GERALD ARMSTRONG

Wednesday, July 22, 1992

Volume II, Pages 179 - 293

REPORTED BY: KATHERINE NG, CSR NO. 6350

Q. Right.

A. Yes, I have some.

Q. That's in your personal possession?

A. Right.

Q. Does the Gerald Armstrong Corporation have any such correspondence?

A. No.

Q. Did you give Mr. Atack access to any of the documents that you just testified to that are either in your possession or in the possession of Gerald Armstrong Corporation?

A. No.

Q. Do you know a Mark Sirota?

A. Yes.

Q. Who is Mark Sirota?

A. I believe he is a, I believe he is a lawyer, could be connected to Readers Digest.

(Interruption at the door.)

MR. WILSON: Q. How did you meet Mr. Sirota?

A. I don't believe I ever met him.

Q. Have you ever talked to him?

A. Yes.

Q. I take it, it was over the phone?

A. Yes.

Q. When did you talk to him?

A. Earlier this year.

Q. Did you call him or did he call you?

A. My recollection is that I was first called by an associate of his with Readers Digest and then put in touch with him.

Q. Do you remember the associate's name?

A. Fran Lostest.

Q. Do you have a spelling of that name at all?

A. He don't recall the last name. It's like Lostest or Lostess I think.

Q. Greg Lostess?

A. Fran.

Q. Do you know anyone named Greg Lostess?

A. No.

Q. You were put in touch with Mark Sirota and you spoke with him?

A. Right.

Q. How many occasions did you speak with him?

A. A couple.

Q. Approximately how long did those conversations last?

A. Five, ten minutes.

Q. Five, ten minutes each?

A. Could be.

Q. This was earlier this year?

A. Right.

Q. Can you give me any more specifics on that, what month it was?

A. No, but earlier in the year. March maybe.

Q. What did you discuss with Mr. Sirota about?

MR. GREENE: We will assert the joint defense privilege and instruct him not to answer.

MR. WILSON: What joint defense?

MR. GREENE: We have a common adversary, the Church of Scientology.

MR. WILSON: You mean Sirota and the Church of Scientology?

MR. GREENE: My understanding is Sirota represents Readers Digest which is in litigation against the Church of Scientology. So based upon that understanding, I am asserting the joint defense privilege and instructing Mr. Armstrong not to answer the question. So that same instruction will stand as to the second conversation that Armstrong had with any legal representative or employee of any legal representative with the client being Readers Digest.

MR. WILSON: Q. Okay. Did you provide a declaration to anybody who you understood to be allied with Readers Digest in any manner?

A. I believe to Readers Digest itself.

Q. To Mr. Lostest or Fran Lostest as you've put it?

A. I'm not sure if it went to him or Mark Sirota, but in any case, to Readers Digest.

Q. What was the substance of that declaration, if you remember?

A. It was regarding certain statements in Readers Digest for which Readers Digest had been sued in one or more European country. And they asked for my assistance regarding information I had on those specific points from the Readers Digest article.

Q. And who did you understand they had been sued by?

A. One or another organizational entity.

Q. Organizational entity, what do you mean?

A. The organization.

Q. As you've been using the term?

A. Right.

Q. Scientology?

A. Right.

Q. Do you know a person named Jim Rumons?

A. He's the lawyer on the Hunziker case. He represents Steven Hunziker.

Q. I'm sorry. I forgot.

In addition to working on this matter, have you

N

[redacted]

AFFIDAVIT OF GERALD ARMSTRONG

I, Gerald Armstrong, depose and state:

1. I am a citizen of Canada and reside in San Anselmo, California, USA.

2. I am by trade a writer, artist and philosopher. I am also a paralegal and I am working in that capacity in the law office of attorney Ford Greene in San Anselmo. I am presently involved in litigation concerning the Scientology organization, hereinafter referred to as "the organization," as a paralegal, witness and defendant.

3. I am writing this affidavit at the request of Reader's Digest to provide some of my knowledge regarding certain charges first made about the organization in the Time magazine article, "The Thriving Cult of Greed and Power," condensed in the Reader's Digest article, "Scientology: A Dangerous Cult Goes Mainstream."

4. I was a member of the organization from 1969 to 1981 and held several staff positions in various organization locations and units. During that period I gained an intimate knowledge of organization structure, policies and practices. In 1982, I was declared an organization enemy and have been involved in organization litigation and the target of organization attacks ever since.

5. From February 1971 until September 1975 I was, except for short periods when I was sent on organization missions ashore, stationed on board the ship "Apollo," then the "flagship" of the Sea Organization. The Sea Org is the organization's

BERNARD SIEGLER
PIÈCE N° 68
AVOCAT A LA COUR

paramilitary arm, members of which sign a billion year contract. Throughout the time I was on board, L. Ron Hubbard, the organization's founder and the Sea Org's Commodore, ran all of Scientology internationally from the ship, through his aides, the management bureaux and his Commodore's Messengers.

6. From the beginning of 1972 until 1974, I held the position of Ship's Representative or legal officer. In 1974 I held the positions of Port Captain and public relations officer. From the fall of 1974 until I left the ship in 1975 I was posted as the ship's Intelligence Officer. During those years I dealt with the immigration, customs, police and port authorities in all the countries the ship visited, and was actively involved in and knowledgeable of the ship's relations and problems in those countries. During 1974, the ship was ejected from Portugal and denied entry into Spanish ports. In 1975, the ship was denied entry into Barbados and ordered to leave Trinidad. I also learned through the study of organization documents while assigned to legal or intelligence positions on board, and the study of Hubbard's personal records when I was assigned to do the research for his biography in 1980 through 1981, that Hubbard and the ship had fled from England, that Hubbard was prohibited from entering England, and that the ship had been ordered to leave Greece. The ship experienced problems of social or official rejection in virtually every port it entered. Based on my experiences and my knowledge of organization operations, I formed the opinion that the rejection in each instance stemmed from

Hubbard's and the organization's dishonesty. On Hubbard's orders all of the over four hundred people on board were required to lie about who we were, what we were doing, who ran the organization and what our intentions were. Hubbard's and the organization's insulting deceitfulness precipitated the antagonistic reactions in all the ship's ports of call.

7. Hubbard and the topmost clique of his organization enforced his policies and orders inside the organization and acted toward critics or any designated enemies outside the organization with threats, intimidation and force that is similar to the way the mafia is reputed to control its members and deal with perceived threats to its operations and leaders. Internally, Hubbard used the organization's prison system, known as the Rehabilitation Project Force or RPF, and threats of punishment or actual punishment, which could range from performing menial tasks as "amends," to being locked up in the ship's anchor chain locker or thrown overboard. Individual organization members whom Hubbard considered crossed him in any way would be forcibly ordered to the RPF, a humiliating existence where even the few rights of non-RPF organization members were stripped from them. While inside the organization, I was locked up and guarded on Hubbard's orders and assigned to the RPF on one occasion for seventeen months for allegedly antagonizing Mary Sue Hubbard's secretary, and on another occasion for eight months because Hubbard considered that I was joking about his movie-making abilities. I personally know of hundreds of good people

who were assigned to the degrading conditions of the RPF for the sole purpose of breaking their will in order to make them unthinkingly compliant with Hubbard's and his emissaries' desires.

8. Hubbard and the Sea Org seniors which ran the organization employed a broad array of techniques, some blatant and some insidious, but all reminiscent of totalitarian regimes or criminal groups, in order to maintain psychological and behavioral control over organization members. Members spied on each other and reported secretly any observed deviation from the enforced norm of unquestioning obedience. Members were routinely ordered to be security checked, or "sec checked," an invasive interrogation procedure employing an electropsychometer, or E-meter, as a lie detector. Members were also routinely ordered to write up their overts and withholds, (O/Ws), which are also called "crimes," and might include actual felonies for which the members could be prosecuted, thoughts critical of Hubbard or the organization, or even desires which deviated from organizationlly defined intentions. Members' lists of O/Ws and confessions extracted during sec checks were maintained in organization intelligence files and used as a threat to ensure obedience as well as to intimidate and suppress members should they ever leave the organization and speak out against its abusive practices. For public relations purposes, the organization insists that statements of persons undergoing counseling, or "auditing," are confidential between them and their "auditor," but these

statements or confessions were routinely provided to organization intelligence and enforcement personnel, and would be used by the organization in any manner that suited its purposes. Organization members were also regularly and publicly labeled by higherups with names such as "traitor," "enemy" or "saboteur." Members were also required to publicly so label themselves and even accuse themselves of horrible imaginary "crimes," such as threatening the future of all mankind. Members were kept inside the organization by the threat that to leave, or even plan to leave, is a criminal act for which they would be declared an enemy and made subject of the "fair game law."

9. In the organization's early years Hubbard formulated a philosophy of opportunistic hatred, which he called "Fair Game," in order to justify his bullying and terrorist tactics toward anyone or any group he didn't like. In his published fair game doctrine he stated that anyone declared an enemy "may be deprived of property or injured by any means by any Scientologist without any discipline of the Scientologist...may be tricked, sued, lied to, or destroyed." To carry out covert operations pursuant to his fair game policy, Hubbard established within the organization an international intelligence bureau which he patterned after Nazi Germany's intelligence apparatus. I am very familiar with the organization's intelligence system and operations because I worked within it and have been its target since leaving the organization. Hubbard and the organization also employ private investigators (PIs) to harass, intimidate and ruin, by whatever

means are available, perceived critics. These PIs are often former police officers or off-duty police officers with ties into law enforcement agencies. Since I left the organization I have been tailed, spied on, threatened and assaulted by organization PIs. One PI attempted to involve my wife and me in a freeway accident, one threatened to put a bullet between my eyes and others have made false sworn statements about me. Organization operatives attempted to inveigle me into the commission of a crime, and videotaped me, claiming they were permitted to electronically spy on me by a fraudulent authorization from a corrupted Los Angeles Police Officer, who was suspended six months from the police force for giving organization agents such ~~false authorization~~.

10. Pursuant to Hubbard's fair game doctrine the organization also employs countries' justice systems to harass, intimidate, silence and destroy its critics. Since I left the organization it has sued me twice, taken my deposition for purposes of harassment for more than twenty-five days, brought false contempt of court charges against me on three occasions, and attempted to have false criminal charges brought against me by the Los Angeles Police Department, the Los Angeles District Attorney and the US Federal Bureau of Investigation. The organization also employs corrupt lawyers to terrorize its critics with false charges, frivolous lawsuits, abuse of the legal process, manipulation of the courts and senseless legal actions intended to overwhelm and to bring about the perceived

Hubbard and ten of her coconspirators were convicted of federal crimes and sentenced to prison. L. Ron Hubbard, however, who had in truth established Mary Sue's criminal network and was behind all the felonies for which the "criminals" had been convicted, continued to run the organization. He merely replaced Mary Sue's group with another, even more ruthless, coterie of Sea Org members. He changed the name of the organization arm Mary Sue had headed, the "Guardian's Office," which included the intelligence bureau, to the "Office of Special Affairs." The functions remained the same, and the new agency continued Hubbard's practice of attacking and smearing critics, terrorizing members and non-members, abusing the legal process, destroying civil rights, and perpetrating assaults, theft, blackmail, and whatever else served their purposes, in the name of "fair game."

12. In December 1986, I entered into a settlement agreement with the organization which was to compensate me monetarily for my claims against the organization resulting from the many years of abuse and the attacks since I left in 1981, and to end the attacks and continual threats. The organization, after it removed my lawyers from defending me, however, did not honor the agreement, but renewed its policy and practice of opportunistic hatred toward me. Since the settlement the organization has filed numerous false statements about me in courts internationally and accused me of crimes which the organization itself manufactured. It has libeled me to the press and public,

spied on, videotaped, and terrorized me, sued me for acts it forced on me and is actively trying to destroy my job and livelihood and have me removed from my residence.

13. Attached hereto is a copy of my valid Canadian passport.

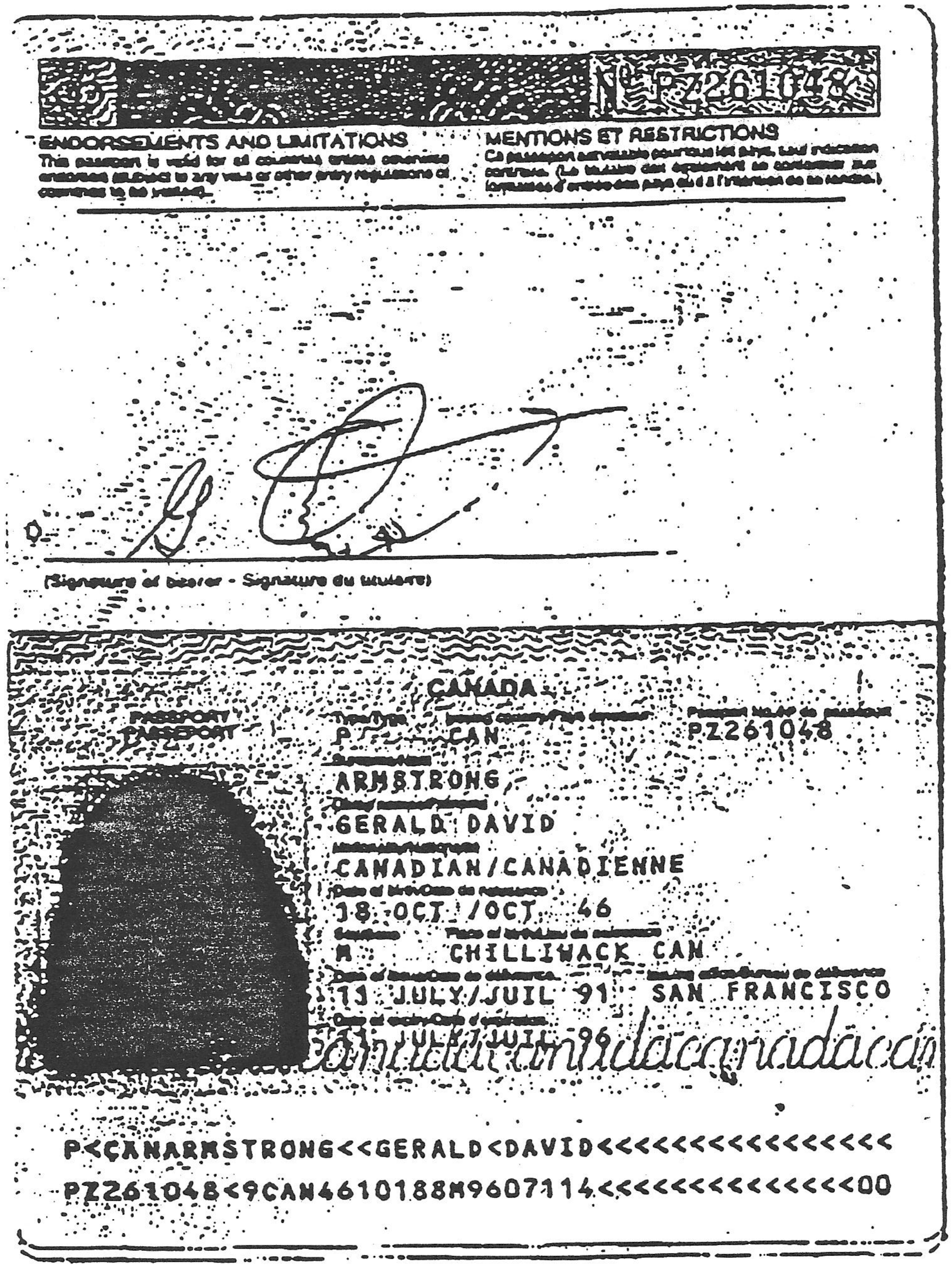
14. In delivering this testimony I know that it is destined to be produced in Court. I also know that false statements are criminally punished.

Gerald Armstrong

Sworn and subscribed to
before me this 14th day
of February 1992

Notary Public

OFFICIAL NOTARY SEAL
H VB HUNTER
Notary Public — California
MARIN COUNTY
My Comm. Exp. JAN 09,1995



Nº PZ261048

ENDORSEMENTS AND LIMITATIONS

[illegible]

MENTIONS ET RESTRICTIONS

[illegible]

(Signature of bearer - Signature du titulaire)

CANADA

PASSPORT
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ARMSTRONG

GERALD DAVID

CANADIAN/CANADIENNE

18 OCT /OCT 46

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

--oOo--

CERTIFIED COPY

CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
not-for-profit religious)
corporation,)
)
Plaintiff,)
)
vs.) No. BC 052395
)
GERALD ARMSTRONG; DOES 1-25,)
inclusive,)
)
Defendants.)

DEPOSITION OF

GERALD ARMSTRONG

Volume III

October 7, 1992

REPORTED BY: LARRY BOSTOW, CSR# 5941

Q. Do you recall the reason for your telephone call to Mr. Behar?

A. I think it had to do with the organization's suing either Time or Reader's Digest for the reprint of the Time article.

Q. So someone suing Time or Reader's Digest was your reason for your calling Mr. Behar?

A. Someone?

Q. Right.

A. No.

Q. Then I misunderstood.

A. The organization's suit.

Q. Okay.

A. Right.

Q. Are you a party to that suit?

A. I'm sorry?

Q. Are you a party to that suit?

A. No.

Q. To the best of your recollection, during that conversation, what did you say to him, and what did he say to you?

MR. GREENE: At this point, Mr. Armstrong, I'm going to instruct you not to answer that question based on the attorney-client, work-product, and joint-defense privileges.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

--oOo--

CERTIFIED COPY

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff,

vs.

No. BC 052395

Gerald Armstrong; Does 1-25, inclusive,

Defendants.

DEPOSITION OF

GERALD ARMSTRONG

Thursday, October 8, 1992

VOLUME IV

REPORTED BY: BARBARA H. STOCKFORD, CSR No. 4575

Q. When was the first time that you sent something to Mr. Behar?

A. 1986.

Q. Was it before or after December of 1986?

A. Before.

Q. And what did you send to him?

A. I don't recall.

Q. When was the next time you sent something to him?

A. 1986.

Q. How many times did you send things to him in 1986?

A. Either two or three.

Q. Do you recall anything that you sent to him in that year regardless of which time it was that you sent it to him?

A. No.

Q. Did you send anything to Mr. Behar after 1986?

A. Yes.

Q. When was the next time you sent something to him?

A. I sent him a letter announcing my address. I sent him things unrelated to the organization.

Q. You didn't send him anything else concerning

CSI or related entities?

A. I sent him a copy of the declaration written at the request of Reader's Digest, and although I believe I have sent him something else in this last year, I do not recall what it is.

Q. Do you recall when you sent him the declaration for Reader's Digest?

A. It would have been around the time that it was executed.

Q. And yesterday, you testified that you sent Mr. Lobsinger a letter. Did you send him any other documents?

A. I sent him the organization's complaint, the answer, cross-complaint. I think that's it.

Q. The answer and cross-complaint that you sent to him are the ones that have now been superseded by the amended answer and cross-complaint?

A. Right.

Q. When did you send him these documents?

A. Within the last two months.

Q. Anything else that you sent to Mr. Lobsinger?

A. No.

Q. What did you send to the New York Times?

A. Complaint, that is, I believe, the amended

August 27, 1992

Sue Rummonds
Rummonds, Williams & Mair
Pacific Coast Highway &
Rio Del Mar Blvd.
311 Bonita Drive
Aptos, CA 95003

By Fax (letter and invoices only)

Re: Hunziker v. Applied Materials

Dear Ms. Rummonds:

First the numbers, for which I thank you for asking. Enclosed please find a copy of my bill of April 14, 1992 for $1,534.10 along with a copy of my letter of April 13 which it accompanied. Also please find enclosed my bill of this date for $215.00 for work done after April 14 in this case. The total amount due is $1,749.10.

Second, to you and all the people cced below, and anyone else connected with the case, congratulations. Score one for good old-fashioned basic American whistle-blowing. I truly hope that my involvement was beneficial in what I sense to be an amicable resolution of the litigation. I understand that a joint press release was issued, and it would be helpful to me if your office could send me a copy.

I'm enclosing for your two law firms a copy of the amended complaint in Scientology v. Armstrong, LA Superior Court No. BC 052395 wherein the organization has sued me for $250,000.00 plus fees and costs for whatever assistance I was in the Applied Materials case. I'm sending this along not only to let you know that our paths may cross again in the legal arena and that, although a settlement has been reached, your case lives on, but to give you a few minutes unexpected reading pleasure.

I am grateful for the opportunity to be a part of your case and to get to know and spend some time with each of you. Kate I haven't gotten to meet eye to eye yet, but we had a couple of good telephone chats. John and I will continue to fry other fish together. Jim, a pleasure, and I'm always available to talk to lawyers. Steven and Virginia, likewise, and same for laymen.

Thank you for a nice slice of literature, the chance to meet Cynthia Remmers and, Lord knows, some genuine well-remunerated and hence sorely needed hours of work at my specialty.

Please feel free to call me for any reason and you're near a phone.

Happiness to everyone.

Gerry Armstrong
715 Sir Francis Drake Blvd
San Anselmo, CA 94960
(415)456-8450

Enclosures (4) (Armstrong complaint to JSR and JCE only)

cc: James S. Rummonds, Esquire
Rummonds, Williams & Mair
Pacific Coast Highway &
Rio Del Mar Blvd.
311 Bonita Drive
Aptos, CA 95003

: Steven Hunziker
C/O James S. Rummonds, Esquire
Rummonds, Williams & Mair
Pacific Coast Highway &
Rio Del Mar Blvd.
311 Bonita Drive
Aptos, CA 95003

: John C. Elstead, Esquire
4900 Hopyard Road, Suite 240
Pleasanton, CA 94566

: Kate Schuchmann
C/O John C. Elstead, Esquire
4900 Hopyard Road, Suite 240
Pleasanton, CA 94566

: Virginia Sanders
C/O John C. Elstead, Esquire
4900 Hopyard Road, Suite 240
Pleasanton, CA 94566

INVOICE

August 27, 1992

To: Sue Rummonds
Rummonds, Williams & Mair
311 Bonita Drive
Aptos, CA 95003

From: Gerald Armstrong
715 Sir Francis Drake Blvd.
San Anselmo, CA 94960

Work done from April 14, 1992 to August 27, 1992 in connection with Hunziker v. Applied Materials, Santa Clara SC No. 692629:

Review trial brief, summary judgment memoranda, deposition transcripts
Witness search

Fee:	$215.00
TOTAL	$215.00

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

--oOo--

CERTIFIED COPY

CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
not-for-profit religious)
corporation,)
)
Plaintiff,)
)
vs.) No. BC 052395
)
GERALD ARMSTRONG; DOES 1-25,)
inclusive,)
)
Defendants.)

DEPOSITION OF

GERALD ARMSTRONG

Volume III

October 7, 1992

REPORTED BY: LARRY BOSTOW, CSR# 5941

20

MS. BARTILSON: Q. In your capacity as a paralegal in, quote, "Scientology litigation," close quote, that you've described here in paragraph 2 of your affidavit, do you draft pleadings for Mr. Greene's office?

MR. GREENE: Same two positions.

MS. BARTILSON: Q. Could you tell me, Mr. Armstrong: When was the last time you did any work at all for Mr. Greene's office concerning the Aznaran case?

MR. GREENE: Same two positions.

MS. BARTILSON: Q. And to make the record complete, could you also tell me, please: When was the last time that you performed any work for Mr. Greene's office concerning any individual or group involved in a dispute with any Scientology entity?

MR. GREENE: Same two positions.

MS. BARTILSON: Q. Do you know a gentleman named James Rummonds?

A. Yes.

Q. Do you recall, when was the first time you spoke with or met Mr. Rummonds?

A. Early this year.

Q. Was that an in-person meeting or a telephone call?

A. In person.

Q. Who was present besides yourself and Mr. Rummonds, if anyone?

A. At the very beginning of our meeting, Margaret Singer was there.

Q. Where was the meeting?

A. At an office in Berkeley.

Q. Was it Dr. Singer's office?

A. No.

Q. Whose office was it?

A. I do not recall the name at this time.

Q. Was the person whose office it was present at the meeting, as well?

A. No.

Q. How did you happen to meet with Mr. Rummonds and Margaret Singer at Berkeley?

A. With Dr. Singer, it was an accident; I did not make arrangements to meet her. With Mr. Rummonds, it was arranged through his law office.

Q. But not by him?

A. I believe on his instructions.

Q. You spoke with someone from his law office to set that meeting up; is that correct?

A. Yes.

Q. Who requested the meeting, you or Mr. Rummonds?

A. He did.

Q. Did he tell you why he wanted to meet with you? Or did someone tell you why he wanted to meet with you, I should say?

A. Yes.

Q. And what was the reason?

A. It had to do with my designation as an expert witness in a case called Hunziker -- H-u-n-z-i-k-e-r -- vs. Applied Materials, Incorporated.

Q. Had you been designated as an expert witness at the time that Mr. Rummonds was requesting a meeting?

A. Yes.

Q. By whom?

A. John Elstead, E-l-s-t-e-a-d.

Q. Do you remember approximately how long it was after you were designated as an expert witness that you were contacted by Mr. Rummonds' office?

A. No.

Q. How long did you meet with Mr. Rummonds in Berkeley?

A. I believe two hours.

MR. GREENE: I'm sorry. I've got to interrupt here.

Exhibit 14 is incomplete.

Gerry, would you see if you've got a page

Q. When you did that, was it your intention that the affidavit would be used by Reader's Digest in litigation?

A. I made it available for that purpose.

Q. Okay. Can you tell me, please, Mr. Armstrong, the subjects that you discussed with Mr. Rummonds during this first two-hour meeting that you had with him earlier this year?

A. My history in the organization, the settlement agreement, the effect of the settlement agreement, the Geernaert ruling, the status of the existing Armstrong II case, and my opinion, based on what I knew, that the courses which were being taught, implemented in Applied Materials, were Scientology, and my knowledge of fraud, cover-ups, and fair game.

Q. Is that a complete list of the subjects that you recall discussing with Mr. Rummonds at that meeting?

A. I think so.

Q. When you say that you discussed with him the status of the Armstrong II case, do you recall what that status was?

A. I had been sued.

Q. Do you recall if there was a restraining order issued against you at all at that time?

A. I don't believe there was.

either from the plaintiffs in that case or from their lawyers, the ones that you produced on March 3rd; is that correct?

A. Right.

Q. Did you then, on March 8th, give more documents to Mr. Elstead?

A. Yes.

Q. And how did those documents come into your possession?

A. Some of them came into my possession at the time of the Corydon deposition, and some of them came into my possession subsequently from volumes -- Scientology's published works.

Q. Did the documents that you gave to Mr. Elstead include actual copies of these volumes, or pages from them?

A. Some pages from them.

Q. Did you make copies of those pages yourself?

A. Yes.

Q. From volumes that you owned?

A. Volumes that I possessed.

Q. Do you recall how many documents, approximately, you gave to Mr. Elstead on that date?

A. I would say approximately 500 pages.

Q. And were all of those documents concerning the Church of Scientology International and related entities?

A. By which you mean that those organizations or entities which predate the incorporation of CSI but from which CSI sprung -- you are including those organizations as related to CSI?

Q. Well, actually, the definition I am using really would be the definition that is contained in the settlement agreement. Let's see if that includes organizations such as you've described.

MR. GREENE: "Scientology-related organizations" is the most generic term.

MS. BARTILSON: That's the easiest way to do it.

I'm looking at the "releasees." That's how it's referred to in the agreement.

MR. GREENE: One word.

MS. BARTILSON: That's right. Two "e"s on the end, "s."

And that includes officers, agents, representatives, employees, volunteers, directors, successors, assigns, and legal counsel of Church of Scientology International, as well as the Church of Scientology of California, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Religious Technology Center, its officers, agents, representatives, employees, voulunteers, directors, successors, assigns and legal counsel; all Scientology and Scientology-affiliated organizations and entities and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel.

THE WITNESS: So, then, you are including former -- those things -- if a staff member was a former staff member, you are also including it in that?

MS. BARTILSON: Q. Well, it would be as of 1986, when the agreement was signed.

A. So -- Oh.

So, if someone had been a staff member in 1972 but it's 1986, they are not included in that group of releasees. So --

Q. If they weren't in 1986, I guess they wouldn't be, would they?

A. They wouldn't be. Okay. That sounds good.

So some of them did so relate.

Q. Okay. And did some of the documents relate to predecessor organizations and individuals to Church of Scientology International?

MR. GREENE: Preempts CSI organizations?

MS. BARTILSON: No. I mean predecessor

organizations.

MR. GREENE: That's vague. I don't understand the question.

MS. BARTILSON: Organizations which existed prior to the incorporation of Church of Scientology International but which dealt with the Scientology religion.

THE WITNESS: Like the predecessor organization guardian's office could be?

MS. BARTILSON: Q. Like the predecessor organization Church of Scientology of California as the mother church of the Church of Scientology.

A. So, yes, some of them did.

Q. Were you deposed in that case again on March 12th, 1992?

A. Yes.

Q. And on that date, did you produce additional documents and give them to defense lawyers at that deposition?

A. I think that the documents that I produced at that time were the same ones that I had earlier given to Mr. Elstead.

Q. Okay. After your deposition of March 12th, 1992, did you give any additional documents to either Mr. Rummonds, or someone from his office, or to Mr. Elstead

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

--oOo--

13 MAR 1992

STEVEN HUNZIKER, KATE SCHUCHMANN,)
AND VIRGINIA SANDERS,)
)
PLAINTIFFS,)
)
VS.) NO. 692629
)
APPLIED MATERIALS, INC., A DELAWARE)
CORPORTION; APPLIED SCHOLASTICS, INC.,)
A CALIFORNIA CORPORATION; WORLD)
INSTITUTE OF SCIENTOLOGY ENTERPRISES,)
A FLORIDA CORPORATION; JAMES MORGAN,)
LINDA OXMAN, GLEN TONEY, JAMES DELONG)
NANCY DEVITA, ANN BRANNAN, JOHN KANE,)
JAMES BAGLEY, INGRID GUDENAS, BOB)
JOHNSON, STEVE REA, JIM RYAN, GLEN)
SOPP, AND DOES 1 THROUGH 100,)
INCLUSIVE,)
)
DEFENDANTS.)

16-59

DEPOSITION OF GERALD ARMSTRONG

TUESDAY, MARCH 3, 1992

VOLUME I

(PAGES 1 - 182)

REPORTED BY:

JUDITH S. DOUTHIT, CSR #4531

A. RIGHT.

Q. DID YOU CALL THE RUMMONDS OFFICE THEN OR DID THEY CALL YOU?

A. I THINK -- I THINK THAT WAS THE FIRST CONTACT THAT WAS MADE.

Q. HAD YOU AGREED TO TESTIFY ON BEHALF OF STEVEN HUNZIKER AS WELL AS ON BEHALF OF MR. ELSTEAD'S CLIENTS?

A. I DON'T -- I DON'T KNOW IF I HAD BEEN ASKED SPECIFICALLY AT THAT TIME, BUT I DID NOT IN MY OWN MIND DIFFERENTIATE BETWEEN THE CLIENTS, ALTHOUGH I KNEW THERE WERE THREE. I THOUGHT THAT IT WAS ON THEIR BEHALF, AND AT THAT TIME I DID NOT KNOW BEYOND THAT.

Q. OKAY, SO THEN YOU MET WITH MR. RUMMONDS.

DO YOU REMEMBER THE EXACT DATE? IT WAS A FRIDAY?

A. YEAH, I BELIEVE I COULD --

Q. WE COULD LOOK AT THE DATE YOU GOT YOUR NOTICE, WHICH WAS THE 18TH, IF I REMEMBER CORRECTLY?

A. AND THE 18TH IS WHAT?

Q. IT'S A TUESDAY.

A. OKAY, THEN --

Q. FRIDAY IS THE 21ST. IT WOULD HAVE BEEN A WEEK AGO FRIDAY.

A. OKAY.

Q. IS THAT ACCURATE THEN?

A. IF THE 21ST IS A FRIDAY, IT WAS ACCURATE.

Q. SO FEBRUARY 21ST IS WHEN YOU FIRST MET JIM

RUMMONDS?

A. RIGHT.

Q. AND THEN THE FIRST TIME YOU TALKED WITH MR. ELSTEAD ABOUT THE CASE, OTHER THAN THE FEW SECONDS WHERE HE TOLD YOU HE HAD LISTED YOU AS A WITNESS, WAS SOMETIME AFTER THE 21ST? WOULD THAT HAVE BEEN THE WEEK OF THE 24TH THEN, THIS LAST WEEK? THE 24TH IS A MONDAY.

A. SO IT WAS THE 23RD, ON A SUNDAY.

Q. HOW LONG DID YOU TALK WITH JIM RUMMONDS?

A. BETWEEN TWO AND THREE HOURS.

Q. AND WHO ELSE WAS PRESENT, IF ANYONE?

A. FOR A VERY BRIEF TIME, AND ONLY FOR INTRODUCTIONS, AND THEY HAD SOME BUSINESS WHICH I DON'T KNOW, MARGARET SINGER WAS PRESENT.

19

Q. HAVE YOU MET MARGARET SINGER BEFORE THE 23RD OF FEBRUARY, THIS LAST MONTH?

A. YES.

Q. ON HOW MANY OCCASIONS?

A. PERHAPS TEN OR TWELVE.

Q. IN WHAT CAPACITY?

A. INITIALLY AS A CLIENT.

Q. YOU WERE HER CLIENT?

A. RIGHT. AND THEN JUST AS FRIENDS AND ASSOCIATES INVOLVED WITH THE ORGANIZATION.

Q. YOU MEAN THE CHURCH OF SCIENTOLOGY?

A. RIGHT.

4507

RUMMONDS?

A. RIGHT.

Q. AND THEN THE FIRST TIME YOU TALKED WITH MR. ELSTEAD ABOUT THE CASE, OTHER THAN THE FEW SECONDS WHERE HE TOLD YOU HE HAD LISTED YOU AS A WITNESS, WAS SOMETIME AFTER THE 21ST? WOULD THAT HAVE BEEN THE WEEK OF THE 24TH THEN, THIS LAST WEEK? THE 24TH IS A MONDAY.

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A. FOR A VERY BRIEF TIME, AND ONLY FOR INTRODUCTIONS, AND THEY HAD SOME BUSINESS WHICH I DON'T KNOW, MARGARET SINGER WAS PRESENT.

19

Q. HAVE YOU MET MARGARET SINGER BEFORE THE 23RD OF FEBRUARY, THIS LAST MONTH?

A. YES.

Q. ON HOW MANY OCCASIONS?

A. PERHAPS TEN OR TWELVE.

Q. IN WHAT CAPACITY?

A. INITIALLY AS A CLIENT.

Q. YOU WERE HER CLIENT?

A. RIGHT. AND THEN JUST AS FRIENDS AND ASSOCIATES INVOLVED WITH THE ORGANIZATION.

Q. YOU MEAN THE CHURCH OF SCIENTOLOGY?

A. RIGHT.

A. NO! THAT WAS RUMMONDS? GO AHEAD.

MR. ELSTEAD: THAT WAS GOOD.

BY MS. REMMERS: Q. HAVE YOU SEEN JIM RUMMONDS BETWEEN THE MEETING YOU'RE DESCRIBING NOW IN BERKELEY AND TODAY?

A. NO.

Q. OKAY, NOW YOU WERE DESCRIBING THIS MEETING THAT YOU HAD ON FRIDAY, THE 21ST, WITH JIM RUMMONDS.

CAN YOU TELL ME WHAT YOU RECALL TALKING ABOUT? IN OTHER WORDS, LET ME MAKE IT EASIER. WHAT DID MR. RUMMONDS, IF ANYTHING, ASK YOU TO TESTIFY ABOUT?

A. PRINCIPALLY, WHAT HAPPENED DURING MOST OF THAT TIME WAS MY RECITATION OF MY HISTORY IN THE ORGANIZATION AND HISTORY OF LITIGATION INVOLVING THE ORGANIZATION.

Q. DID MR. --

A. AND HE ASKING ME WITHIN THAT A FEW DIRECTIONAL QUESTIONS OR ASKING FOR CLARIFICATION AS I LAID OUT MY HISTORY.

Q. OKAY. DID HE AT ANY POINT IN YOUR CONVERSATION ASK YOU TO TESTIFY AS AN EXPERT ON ANY PARTICULAR TOPIC?

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A. I DON'T RECALL HIM ASKING THAT SPECIFIC QUESTION, BUT I DO RECALL DISCUSSING WHAT I WOULD TESTIFY TO AS AN EXPERT.

Q. DO YOU RECALL WHAT HE ASKED YOU, IF ANYTHING? DID HE ASK YOU WHAT YOU WOULD BE ABLE TO DISCUSS OR TESTIFY TO?

SEA ORG MEMBERS ARE SCIENTOLOGY STAFFERS WHO HAVE TAKEN A BILL -- A YEAR CONTRACT; AND THAT W.I.S.E. WAS SET UP TO SUPERVISE THE APPLICATION OF SCIENTOLOGY TECHNOLOGY IN BUSINESS OR OTHER FIELDS SUCH AS EDUCATION; AND THAT THEY DERIVED A ROYALTY FROM BUSINESSES WHICH APPLIED SCIENTOLOGY, ADMINISTRATIVE OR OTHER, TECHNOLOGY.

Q. SO THEY RAN LIKE -- CORRECT ME IF I'M WRONG -- LIKE A LICENSING ORGANIZATION SO THAT PEOPLE COULD BUY THE RIGHT TO DISSEMINATE HUBBARD TECHNOLOGY; IS THAT RIGHT?

A. I -- THOSE ARE YOUR WORDS, AND I HESITATE TO SAY ANYTHING ABOUT IT BEYOND WHAT I KNEW AT THE TIME. AND I UNDERSTOOD AT THE TIME -- I WAS NOT DIRECTLY INVOLVED IN IT MYSELF, IN APPLIED SCHOLASTICS OR W.I.S.E. I DID NOT WORK IN EITHER OF THOSE UNITS.

Q. NOW, YOU SAID THAT YOU MET WITH MR. ELSTEAD ON SUNDAY, THE 23RD, WHICH IS TWO DAYS AFTER YOU MET WITH MR. RUMMONDS?

A. RIGHT.

Q. HOW LONG DID YOU MEET WITH MR. ELSTEAD?

A. PERHAPS AN HOUR. PERHAPS HALF-AN-HOUR.

Q. WHERE WAS THAT?

A. IN A COFFEE SHOP IN BERKELEY.

Q. WAS ANYONE ELSE PRESENT?

A. NO.

Q. AND CAN YOU TELL ME WHAT YOU TWO TALKED ABOUT?

A. WE HAD A COUPLE OF PIECES OF BUSINESS, SOME OF

WHICH DOES NOT INVOLVE THIS CASE AND I WILL NOT GET INTO THAT.

BUT INVOLVING THIS CASE, I TOLD HIM ABOUT MY MEETING WITH JIM RUMMONDS. I TOLD HIM OF MY ASSESSMENT OF THE CASE AT THAT TIME. I STATED THAT IN MY VIEW, FROM WHAT I HAD SEEN, THAT SCIENTOLOGY WAS INVOLVED, AND THAT THE WAY THE PLAINTIFFS APPEARED TO HAVE BEEN TREATED WAS CONSISTENT WITH SCIENTOLOGY DEALINGS.

Q. SO WHEN YOU SAY YOU TOLD MR. ELSTEAD THAT SCIENTOLOGY WAS INVOLVED, WHAT DO YOU MEAN BY THAT? INVOLVED IN WHAT WAY?

A. THAT APPLIED SCHOLASTICS WAS A -- SIMPLY A RESTATEMENT OF SCIENTOLOGY PROCEDURES AND PRACTICES.

Q. WERE YOU OPINING THAT YOU FELT THAT ANYONE AT APPLIED MATERIALS WAS A SCIENTOLOGIST THAT WAS ACTING AGAINST PLAINTIFFS HERE? WAS THAT THE OPINION YOU EXPRESSED TO MR. ELSTEAD?

A. AT THAT TIME I DID NOT KNOW, AND I STILL DO NOT KNOW WHO EXACTLY THE SCIENTOLOGISTS ARE WHO ARE INVOLVED.

Q. HAVE YOU EVER MET A SCIENTOLOGIST THAT YOU KNOW TO WORK AT APPLIED MATERIALS?

A. NO.

Q. BUT IS IT PART OF YOUR OPINION THAT THERE ARE EMPLOYEES AT APPLIED MATERIALS WHO ARE SCIENTOLOGISTS AND WHO HAVE TAKEN ADVERSE ACTIONS AGAINST THE PLAINTIFFS IN THIS CASE?

A. ONLY THAT THE WAY THEY WERE DEALT WITH IS CONSISTENT WITH THE WAY SCIENTOLOGY DEALS WITH WHAT IT PERCEIVES ARE ITS CRITICS.

Q. WHAT IS THAT?

A. AND THE SECOND PART OF THAT IS THAT SCIENTOLOGISTS OFTEN AGREE TO NOT ADMIT TO THEIR CONNECTION TO THE SCIENTOLOGY ORGANIZATION, TO ASSUME VARIOUS COVERS, AND TO OBSTRUCT JUSTICE; THAT IS, TO DENY INVOLVEMENT OR TO TESTIFY FALSELY AS TO FACTS OR LINES OF CONTROL.

Q. SO IS IT YOUR OPINION IN THIS CASE, BASED ON YOUR REVIEW OF THE MATERIALS YOU'VE BEEN PROVIDED SO FAR AND YOUR DISCUSSIONS WITH COUNSEL AND PLAINTIFFS, THAT THERE ARE EMPLOYEES AT APPLIED MATERIALS THAT ARE SCIENTOLOGISTS THAT ARE DENYING THAT THEY ARE SCIENTOLOGISTS?

A. NO, BUT IF THAT WERE THE CASE, THAT IS CONSISTENT WITH THE PRACTICES OF SCIENTOLOGY.

Q. WHAT ELSE DO YOU RECALL ABOUT YOUR DISCUSSION WITH MR. ELSTEAD ON THE 23RD?

MR. ELSTEAD: REGARDING THIS CASE?

BY MS. REMMERS: Q. RIGHT.

A. I TOLD HIM -- I THINK WE WENT OVER SCHEDULING AT THAT TIME, THAT MY DEPOSITION WAS GOING AHEAD AND AGREED TO ON A CERTAIN DATE. I ASKED FOR HIS PERMISSION TO TALK TO HIS CLIENTS. I DID THAT WITH MR. RUMMONDS AS WELL. THAT'S ANOTHER THING, BECAUSE I WANTED TO DO THAT IN ORDER TO GET THEIR STATEMENTS.

AND SO HE -- HE AGREED THAT I COULD AT THAT TIME, AND HE MAY HAVE GIVEN ME THE -- A WAY OF CONTACTING THEM THEN, BUT I THINK HE CALLED ME BACK A DAY OR TWO LATER.

Q. NOW, DID MR. ELSTEAD TELL YOU WHAT HE WANTED YOU TO TESTIFY ABOUT ON BEHALF OF HIS CLIENTS?

A. MY RECOLLECTION IS THAT I PRESENTED TO HIM HOW I CONSIDERED THAT MY KNOWLEDGE AND MY AREA OF EXPERTISE FIT INTO WHAT I THEN KNEW OF THE CASE.

Q. AND HAVE YOU TOLD ME WHAT YOU TOLD HIM, IN THAT MEETING?

A. PRINCIPALLY, I THINK YOU GET THE PICTURE OF WHERE I'M COMING FROM, AND WHAT I KNOW, AND WHAT OPINION I FORMED REGARDING THIS CASE.

Q. HAVE YOU TOLD ME EVERY OPINION YOU NOW HOLD . . .

A. OH, I DON'T KNOW.

Q. . . . ABOUT THIS CASE?

WELL, THAT'S WHAT WE'RE HERE TO DO.

A. WELL, YOU CAN SET UP SITUATIONS AND ASK MY OPINION. THERE ISN'T ANYTHING THAT I'M WITHHOLDING ABOUT AN OPINION BUT --

Q. WELL, HAVE YOU FORMED ANY OTHER OPINIONS THAT YOU BELIEVE YOU ARE QUALIFIED TO TESTIFY ABOUT IN THIS CASE, OTHER THAN WHAT YOU'VE ALREADY TESTIFIED TO UNDER OATH?

A. NOTHING COMES TO MIND.

Q. NOW, DID YOU THEN GO AHEAD AND TALK TO THE PLAINTIFFS? YOU SAID --

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

--oOo--

CERTIFIED COPY

CHURCH OF SCIENTOLOGY INTERNATIONAL,
a California not-for-profit religious
corporation,

Plaintiff,

vs.

No. BC 052395

GERALD ARMSTRONG; DOES 1 through 25,
inclusve,

Defendants.

DEPOSITION OF

GERALD ARMSTRONG

Wednesday, July 22, 1992

Volume II, Pages 179 - 293

REPORTED BY: KATHERINE NG, CSR NO. 6350

back and forth at that time.

Q. Okay. What do you intend to do to prepare yourself for your trial testimony, if anything?

A. I will stay in touch with the lawyers. I will review my deposition transcripts. That's principally it.

Q. By staying in touch with the lawyers, do you mean to discuss what you're going to testify to?

A. I think if they have any interest, but I think I have already gone through two days of depositions, so I doubt that they're going to ask me that. But stay in touch, when do they want me, and how they want to schedule it, because it's a big case.

Q. Have you discussed with any of the lawyers any of the other testimony that is going to be given, as far as you understand it?

A. Other testimony of other people?

Q. Right.

A. I don't, I don't think I have specifically discussed that.

Q. Do you know a man named Jerry Fagelbaum?

A. Yes.

Q. Who is he?

A. He's a lawyer in Los Angeles.

Q. How did you meet Mr. Fagelbaum?

A. I met him in his office in Los Angeles on May

27, I think.

Q. Of this year or?

A. Right, this year.

Q. And what was the purpose of the meeting that you had with Mr. Fagelbaum?

A. He wanted me to authenticate an earlier declaration which I had written.

Q. Did you know he wanted you to authenticate this declaration?

A. I was in the courtroom that day, and I was handed a note from I believe Ms. Cervantes, but I'm not quite sure. But in any case, I got a little message pad note indicating that he had called for me, so I returned the call.

Q. And what courtroom were you in that day?

A. I think it was Department 88.

Q. That was Judge Sohigian's courtroom?

A. Right.

Q. And his clerk gave you a note, a message from Mr. Fagelbaum?

A. Well, I hesitate to get his clerk in trouble, but, yes.

Q. As far as you know?

A. Right.

Q. As far as you know, Mr. Fagelbaum had left a message for you?

A. Right.

Q. Did you know who he was?

A. I had spoken to him previously, so I knew something about him.

Q. When did you speak to him previously?

A. Maybe a year before. I'm not quite sure.

Q. And what was the subject of that previous conversation?

A. I don't recall.

Q. Did it have anything to do with the Church of Scientology?

A. It may have.

Q. Did you know that Mr. Fagelbaum was a lawyer that was litigating a case against something called the Religious Technology Center?

A. Right.

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Q. Tell me what your understanding of that is?

A. It's an arm of the organization.

Q. That wasn't something that you learned from Mr. Fagelbaum; is that right?

A. No.

Q. You knew that at the time?

A. Right.

Q. Do you know who Mr. Fagelbaum represents?

perhaps as an affidavit and perhaps with different headings with captions, four different cases, but at least the first one, the first original went to Michael Flynn.

Q. And this was for your litigation against the Church of Scientology is that right?

A. Well, I guess, yes.

Q. Okay.

MR. GREENE: Mr. Armstrong, don't guess.

THE WITNESS: Okay.

MR. GREENE: If you don't know, say that you don't know. Give your best estimate, but guessing is not a good idea.

THE WITNESS: It was to assist, it was to help in my battle with Scientology.

(Plaintiff's Exhibit 8 was marked.)

MR. WILSON: Q. Exhibit 8 is a pleading that is entitled too long for me to read, filed in a case in Central District Court of U.S. District Court, California.

Is that the declaration that you signed in Mr. Fagelbaum's office in the 27th of May?

A. It appears to be, yes.

Q. Is paragraph 4 where it refers to Exhibit C, which unfortunately we don't have here, is that the declaration that you have been testifying to?

A. Ask the question again.

MR. GREENE: Mr. Armstrong, with respect to any questions that are propounded to you about the authenticity of documents which are not before you, I instruct you not to answer.

MR. WILSON: On what basis?

MR. GREENE: No foundation.

MR. WILSON: All right.

Q. Let's do it this way then. You just testified that you authenticated a declaration for Mr. Fagelbaum; is that right?

A. Right.

Q. And paragraph 4 says "Attached hereto as Exhibit 'C' is a true and correct copy of a Supplemental Affidavit signed by myself in that litigation known as Tonja Burden v. Church of Scientology California, and it goes on.

A. Okay.

Q. We don't have that attached here. But as far as you know, when you signed the original of this declaration, was there an Exhibit C attached to it?

A. I saw Exhibit C at that time, yes.

Q. And did you recognize Exhibit C?

A. Yes.

Q. What was it?

A. It was this, that document related to MCCS tape transcript.

Q. It was a declaration that you had previously given?

A. Well, it says here an affidavit, and I believe that it was an affidavit.

Just to go back so that we both, my recollection is this particular document was prepared and filed in a number of cases identical, except for its caption.

Q. And by that particular document, you're referring to the affidavit that is described in paragraph 4; is that right?

A. Right.

Q. Can you tell me in general what that affidavit says?

A. My recollection is that it contains a partial transcript of MCCS tapes.

Q. What are MCCS tapes?

A. They were tape recordings made concerning a, or mission called Mission Corporate Category Sort-Out. And they, in 1982, became part of what were known as the Armstrong documents, and then they became the subject of what is known as the Zolin litigation which involved the

U.S. Government. And they ultimately were found, I believe by the Ninth Circuit, to contain evidence of fraud which made them an exception to the attorney-client privilege, and they were released to the IRS.

Q. Now, you say that this declaration was filed in a number of different cases?

A. Right.

Q. One of them being the Burden case; right?

A. Right.

Q. Can you tell me the other cases, as far as you know, that this declaration was filed in?

A. I believe Van Schaick, McLean. I was told Toronto. Those were ones that I have some certainty about.

Q. Now, when was your affidavit filed in the Burden case, do you know?

A. I was not there specifically, but I believe 1982.

Q. Okay. And the Van Schaick case?

A. I believe also 1982.

Q. And the McLean case?

A. I believe also 1982.

Q. And Toronto?

A. I believe also 1982.

Q. And as far as you know, was it filed in any other case between 1982 and 1992 when you signed this declaration which has been marked as Exhibit 8?

A. I'm not certain. I believe, not with certainty, but I believe it was filed in Corydon.

Q. When, as far as you know?

A. Mid to late '80s.

A. I think also, I'm not sure again, the form or the caption that it had, but in government cases I think involving the IRS.

Q. When this declaration was first prepared, did you draft it or did somebody else draft it?

A. I believe that I transcribed part of the tape, and the partial transcription was sent to Michael Flynn from which a draft of the affidavit was sent back to me. And my recollection is that I edited the draft and prepared the final copy. But it may be that my edited draft then went back to Flynn and then was redone. I say that because I would not have put the caption on it which would have identified it as going to the Burden case, but rather I prepared the substance of it, and then that was put into the declaration or affidavit which had the caption on it.

Q. And this all occurred in approximately 1982?

A. I believe so. But I have authenticated the same affidavit a number of times in other litigation afterwards from the same document, either by authentication by another document or its new preparation and then new signature.

In fact, it just reminded me, I have a recollection of it also being used in the Wollersheim case or being authenticated for the Wollersheim lawyers.

Q. So there would be two ways that you would have either authenticated it in a form similar to Exhibit 8 or re-executed it with a different caption; is that accurate?

A. That's my recollection, yes.

Q. You would have done one of those two things in the cases that you testified to earlier; is that correct?

A. That's my recollection. As I say, it was done a number of times through the period that I was involved in the litigation.

Q. Now, prior to the time that you did it in June of '92, when was the next most recent time? Do you remember either authenticating it with an authenticating declaration or re-executing it?

A. Sometime during the time that I worked in the Flynn office.

Q. And that would have been when?

A. '85, '86.

Q. There was a period of time of somewhere between

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five and six years when you did not either re-authenticate or re-execute it; is that accurate?

A. Right.

Q. Have you ever known Gary Bright?

A. Yes.

Q. Who is Gary Bright?

A. He is another lawyer who represents David Mayo.

Q. In the RTC versus Scott case?

A. I believe so.

Q. And when did you meet Mr. Bright?

A. I think that the first time I met him was May 27.

Q. Of '92?

A. Right.

Q. Would that be in connection with executing this affidavit that we just discussed?

A. Yes.

Q. Have you met him any other times?

A. I have no recollection of meeting him.

Q. When you met with him, was Mr. Fagelbaum there?

A. Yes.

Q. How long did the meeting take?

A. A few minutes.

Q. Can you tell me what was discussed? Did they tell you anything about the case?

A. I asked them because I had heard about it, and I had not seen a copy of it, if I could have a copy or if they had a copy of the Kolts ruling in that case, and they did at that time give me the Kolts ruling.

They had another document, and I don't recall what it is right now, but I believe Exhibit B, which they asked me to authenticate. But I, my recollection is that I said I was not able to authenticate it.

Q. Do you remember what it was that you were asked to authenticate?

A. No.

Q. Okay.

A. And then I looked over the, this document and, and the two documents which I was asked to authenticate and I signed this document. And then we exchanged good-bys and I left.

Q. And no other subjects were discussed at the meeting?

A. I, no, I don't think so.

Q. Have you spoken to Mr. Fagelbaum since that meeting?

A. No.

Q. Have you spoken to Mr. Bright since that meeting?

A. No.